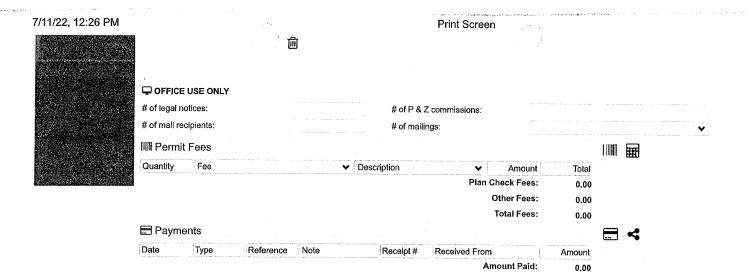
#### Print Screen

22-002595 SUP22-000015 0 W LOGAN ST

(1-1 of

start new search

Home M	y Activities Cre	ate S	earch Reports	Support Center	Adminis	tration Logoff		
m Permit Proje	ct	- Mining II - Marketing of Tries						M 0
	File #: 22-00268 0 FLORIDA AVE Legacy Falls Rez	CALDWE	L ID 83605				th de vist divin is even trespectable	заста вотностини од замера вой
Google	Permits Revi	ews_Inspe	ections Activities Do	ocuments Contacts	History			
<b>Ø</b> EDIT:  File	☑ Edit Permit: ZC	ON22-0000	05				non, Nor- coas	
ADD: Activity Address Alert Contact	Permit Type: F	CON22-00000 Rezone 2 to 20 acres Legacy Falls F						
Document Email :	Applicant:	DVA Dovelope	nent - lackeon Ck • • • • • • •	manus and the state of the stat	&			
🔊 Inspection			ment - Jackson Clε ✓ *** ation Received ✓	Application Date:	07/11/2022			
Letter	Total Amount:	\$	0,00	Approval Date:	07/11/2022			
Note Payment	Amount Paid:	\$	0.00	Issue Date:				
Permit	Balance Due:	\$	0.00	Expiration Date:		0.01 (0.000) 00.01 (0.000)		
Route	Valuation:		0.00	Close Date:		0000 t = 0000		
∠ REPORTS:  Custom	Non-Billable:			Last Inspection:	******			
Detail								
Summary	PROPERTY INFORI	MATION						
	Is this part of a concur	rent applicatio	1. (0.1 (0.1 (0.1 (0.1 (0.1 (0.1 (0.1 (0					
	Prior use of the proper	ty:	Bare Land	Proposed use of the pr	operty:	Northern portion to be zoned as southern portion to be zoned as	commercial, residential	
	Current Zone:			Desired Zone:			· · · · · · · · · · · · · · · · · · ·	
	& CONTACT INFORM	ATION						
	Property Owner:		BV LEGACY FAI ❤ ***	Agent:		BVA Development - Jackson C	leverley 🗸	0
	SUBMITTAL DOCU	MENTS						
	Will you be submitting preview:	plans for	Yes	Projectdox Permit #:		ZON22-000005	***************************************	]
	Site Plan:		Select File  Overall layout.pdf (1)	Metes and bounds lega	al description:	Legacy Fall No.1 Boundary Revised 5-28-08 BE.pdf	Ø 🛍	
	Vicinity map:		Select File Zoning Exhibit.pdf	Neighborhood meeting	sign in sheet	: Neighborhood meeting sign in Karcher.pdf	<b>6 1</b>	
	Project narrative:		Legacy Falls மிற்	Property Owner Acknowledgement:		admin@ballventures.com_20220	)622_114840.pd	# 👍 🗐
	Landscape plan:		20018 🕡 🗓 Landscape-	Recorded warranty dee	d:	C07172 Original warranty deed on 7 acre corner parcel	6 0	
	Copy of the Order of De	ecision:	L1.1 (1).pdf  Select File  Development Agreement	Copy of the Record of S	durvey:	032708,pdf Record of Survey,pdf	Ø O	
			with Caldwell (1).pdf					14,



Balance Due:

0.00



start new search 22-004536 SUB22-000042 0 LINCOLN RL

(1-1 of 1)

Home My Activities

Create

Search

Reports

Support Center

Administration

Logoff

#### m Permit Project





File #: 22-004672 \*\*\*

0 FLORIDA AVE CALDWELL ID 83607

BVA would like to rezone the bottom half of parcel R32822011A from commercial to residential per ZON22-000005 and will require to amend the Comp Plan Map

Permits

Reviews

Inspections

Activities Documents Contacts

History

12/12/2022

EDIT:

File

ADD: Activity

Address Alert

Contact Document

Email Inspection

Letter Note

Payment Permit

Route

REPORTS:

Custom Detail Summary Edit Permit: CPM22-000012

Permit #: Permit Type: CPM22-000012 Comp Plan Map Change

\$

Sub Type:

Comm Plan Map Change

Work Description: BVA would like to rezone the bottom half of parcel R32822011A from

commercial to residential per ZON22-000005 and will require to

amend the Comp Plan Map

Applicant:

**Total Amount:** 

**Amount Paid:** 

**Balance Due:** 

Non-Billable:

Valuation:

Status:

BVA Development - Hallie Hart \star

Online Application Received

\$ 0.00 \$

0.00

0.00 0.00

**Expiration Date:** Close Date:

Issue Date:

Application Date:

Approval Date:

Last Inspection:

OFFICE USE ONLY

P&Z Hearing Date Scheduled:

P&Z Legal Ad Publish Date:

P&Z Decision:

CC Hearing Date Scheduled: CC Legal Ad Publish Date:

CC Decision:

Resolution Approval Date:

Subject Property Information

Applicant Information

**Current Comp Plan Map Designation:** 

Proposed Comp Plan Map Designation:

Owner Name:

Phone:

Address:

Commercial & Service

Residential

BV Legacy Falls LLC

208.523.3794

PO Box 51298

Print Screen City: Idaho Falls State: ID Zip: 83405 Email: admin@ballventures.con Cell: Agent Information: (e.g., architect, engineer, developer, representative) Name: Hallie Hart - BVA Develo Address: 1144 S Silverstone Way City: Meridian State: Idaho Zip: 83642 Email: hallie@bvadev.com Cell: 208.761.7191

**Submittal Requirements** 

Narrative fully describing the proposed map change,

including the following:

Total # of acres being re-classified and the new map

classification

How the proposed change will complement with the

surrounding area

Site Plan (PDF):

**Updated Site** 

Select File

Karcher Comp Plan Narrative.docx

Plan.pdf

Landscape Plan (PDF):

20018

心间

Landscape-L1.1

(1).pdf

Neighborhood Meeting (PDF):

Neighborhood

( ) 回

meeting sign in Karcher.pdf

Warrant deed for the subject property:

Select File

C07172 Original warranty deed on 7 acre corner parcel 032708.pdf

Signed Property Owner Acknowledgement (if

applicable):

Select File

admin@ballventures.com\_20220622\_114840.pdf 🖒 🛍

Vicinity, map, showing the location of the subject

property:

Select File

Vicinity Map.pdf (が 値

Please indicate # of Property Owners within 300 feet:

+/- 30

Authorization

Print applicant name: Applicant Signature:

Hallie Hart

signature.png

圃

Date:

12/12/2022

Permit Fees

Quantity Fee Description

Amount

Total

Plan Check Fees:

0.00 0.00

Other Fees: Total Fees:

0.00

Payments

Date

Type Reference

e Note

Receipt #

Received From

Amount

Balance Due:

Amount Paid:

0.00



## CITY OF Galdwell, Idaho

Planning & Zoning Hearing Review Application

Type of Review Red	quested		
() Annexation/Deannex  Appeal/Amendment  Comprehensive Plan () Design Review () Ordinance Amendme  Rezone () Special Use Permit	Map Change	STAFF USE ONLY: File Number(s): Zon 22 - C  Project Name: Leyacu Fall	s Rizon
( ) Subdivision- Prelimin		Data	
() Subdivision- Final Pla () Subdivison- Short Pla		Filed: 1/11/22 Date Comp	lete:
() Time Extension		Related Files:	
() Variance		riies.	
( ) Other			
Subject Property In	formation		
Address: 0 FLORIDA AV	ECALDWELL, ID 83605	Parcel Number(s):	822011A0
Subdivison: NA	Block: NA Lo	ot:Acreage: _U, 29 Zo	ning: C-)
Prior Use of the Property:	Bare Land	• • •	
Proposed Use of the Property:	Northern portion to be residential	e zoned as commercial, southern portion to be	zoned as
Applicant Informati	on		
Applicant Name: Jackso	on Cleverley	Phone:	
Address: 2775 W. Naviga	ator Dr. Suite 220	City: Meridian State: I	Zip: <u>83642</u>
Email: jackson@bvadev.	com		Cell: _
Owner Name: BV LEGA	ACY FALLS LLC	Phone:	
Address: PO BOX 51298 IDAHO FALLS,	3 ID 83405	City: IDAHO FALLS State: ID	Zip: 83405
Email:			_ Cell:
Agent Name: (e.g., archit representative)	tect, engineer, developer,	BVA Development	
Address: 2775 W. Naviga	ator Dr. Suite 220	City: Meridian State: I	Zip: 83642
Email: jackson@bvadev.	com	Cell: 208-996-6248	
Authorization			
Print Applicant Name: <u>J</u>	ackson Cleverley		
Applicant Signature:		Date: 07/11/2022	
621 Claveland Roule	ward • Caldwall Idaho 83605	• Phone: (208) 455-3021 • www.cityofcoldwoll	com/DlanningZaning



## CITY OF Caldwell, Idaho

Planning & Zoning
Hearing
Review
Application

Type of Review Requested					
<ul><li>( ) Annexation/Deannexation</li><li>( ) Appeal/Amendment</li><li>( ) Comprehensive Plan Map Change</li></ul>					
() Design Review		STAFF USE O	NLY:		
( ) Ordinance Amendment			CPMZZ	-00	0012
() Rezone					
() Special Use Permit		Project			
() Subdivision- Preliminary Plat		Name:	BVA		
() Subdivision- Final Plat		Date Filed:	Date C	Complet	te:
() Subdivison- Short Plat					
() Time Extension					
() Variance					
( ) Other					
Subject Property Information					
Address: 0 FLORIDA AVECALDWELL	, ID 83607		Parcel Number(s):	R3282	22011A0
Subdivison: 14-3N-3W NE TX 07132 II	N NWNE &SWNE OF	PHYLLIS CANAI	L Block: na l	Lot: na	Acreage: Zoning:
Prior Use of the Property:					
Proposed Use of the Property:					
Applicant Information					
Applicant Name: Hallie Hart		Phone:			
Address: 1144 S Silverstone Way					Zip: <u>83642</u>
Email: hallie@bvadev.com	134				Cell:
Owner Name: BV LEGACY FALLS L	LC				
Address: PO BOX 51298 IDAHO FALLS, ID 83405	Ci	ty: IDAHO FALL			Zip: 83405
Email:					Cell:
Agent Name: (e.g., architect, engineer, representative)	developer,				
Address: City:		State:	Z	ip:	
Email:		_Cell:			
Authorization					
Print Applicant Name: Hallie Hart					
Applicant Signature:		Date: 12/	12/2022		



Phone: (208) 455-3021 • www.cityofcaldwell.com/PlanningZoning

621 Cleveland Boulevard • Caldwell, Idaho 83605 •



## CITY OF Galdwell, Idaho

#### **Planning & Zoning**

#### **HEARING REVIEW APPLICATION**

Type of Review Requested (check all that apply)		
<ul> <li>Annexation/Deannexation</li> <li>Appeal/Amendment</li> <li>Comprehensive Plan Map Change</li> <li>Design Review</li> <li>Ordinance Amendment</li> <li>Rezone</li> <li>Special Use Permit</li> <li>Subdivision- Preliminary Plat</li> <li>Subdivision- Final Plat</li> <li>Subdivision- Short Plat</li> <li>Time Extension</li> <li>Variance</li> <li>Other Association</li> </ul>	STAFF USE ONLY: File number(s): AMD - 22 - 07  Project name: Legacy Falls  Date filed: Date complete:  Related files:	
Subject Property Information		
Address: OFlorida ave, Caldwell, UD 83607	Parcel Number(s): R32820110	
Subdivision: 14-31-3W NETX 07-132 Block: X in NWNE & SWNE Ed Phyllis Canal Prior Use of the Property: agriculture / Ban Land		
Proposed Use of the Property: Commercial and Multifar		
Applicant Information:	<b>O</b>	
Applicant Name: Hallie Hart, Ball Ventures ahlgui	Phone: 208-761-7191	
Address: 1144 & Silvastone Way City: Me		12
Email: <u>hallie &amp; burder. com</u>		
Owner Name: <u>BV Logacy Falls</u> ZZC	Phone: 208 - 523 - 3794	
Address: <u>PO Box 51298</u> City: <u>dow</u>	No Falls State: <u>CD</u> Zip: 8340	05
Email: admin @ ballventures . com	Cell:	
Agent Name: (e.g., architect, engineer, developer, representa		
Address: 1144 & Silverstone Way City: Me	vidian State: Ub Zip: 836.	42
	Cell: 208-761-7191	
Authorization		
Print applicant name: Hallie Hart		
Applicant Signature: Hallin Hart	Date: 12-14-2022	



10.0		teceipting Forn ring, and Fire D	,	Karcher	Nego	acy. Falls
Plann	ning & Zoning		Engineering	Fire D	epartment	Totals
10260	1 \$ 2,57	5.00	1-9-1	e an in the first manner of		\$ 2,575,00
10270	\$				e de la comprehensión de l	S .
10240	\$	12550	- \$	22025	\$	s
10240	\$	12550	\$	22025	\$	\$

		Plan	nning & Zoning	E	Engineering	Fire	Department	Totals
Com	prehensive Plan Amendment	4-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	manifold in high title gaves as seen					
	Map amendment		1 \$ 2,575.0	0				\$ 2,575.00
	Text Amendment	10270	\$					\$
Ann	exation							
	Less than 2 acres	10240	\$	12550	- \$	22025	\$	\$
	More than 2 acres	10240	\$	12550	\$	22025	\$	\$
	More than 20 acres	10240	\$	12550	\$	. 22025	\$	\$
	DeAnnexatin	10240	\$					\$
Subo	livision Plats							
	Preliminary Plat	10180	\$	12511	\$	22025	\$	\$
	Short plat	10180	\$	12512	\$	22025	\$	\$
	PUD w Subdivision	10210	\$	12513	\$	22025	\$	\$
	PUD w/o Subdivision	10210	\$	12513	\$	22025	\$	\$
	Final Plat	10180	\$	12512	\$	22025	\$	\$
	Manufactured Home Park Prelim	10190	\$	12512	\$	22025	\$	
			\$		\$			\$
	Manufactured Home Park Final	10190		12520	\$	22025	\$	\$
	Plat Amendment (Administrative)	10280	\$					\$
	Plat Amendment (Public Hearing	10280	\$					\$
	Time Extension (Administrative)	10280	\$					\$
	Time Extension (Public Hearing)	10280	\$					\$
Zone	Change							
20110	Less than 2 acres	10220	\$	of Constant		22025	\$	\$
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Spac	ial Use Permit	contemporary of the				* * * * * * * * * * * * * * * * * * *		
spec	Less than 2 acres	10200	\$	12530	\$	22025	\$	\$
	More than 2 acres	10200	\$	12530	\$	22025	\$	\$
		10200	\$	12530	\$		\$	
	More than 20 acres	10200	3	12530	\$	22025	>	\$
Addi	tional Fees							
	Appeals/ Amendments to Conditions	10290	\$					\$
	Business Permits (No change in use)	11040	\$					\$
	Business Permits (Change in use)	11040	\$					\$
	Business Permits Renewal	11040	\$					\$
	Certified Mailing	10340	\$					\$
	Code Enforcement Admin. Fee	64240	\$					\$
	Design Review - New Construction (Hearing Level)	10330	\$					\$
	Design Review - Rennovations/Add.'s (Staff)	10330	\$					\$
		10330	\$					
	Design Review - Building Maint. (Staff)	10335	\$		* .			\$ \$
	Development Agreements	control of the control of the control of the control	and a formation and a service of the	. 1 - 1 - 1 - 1	and the Santal Santal			
	Development Agreement Modification	10335	1 \$ 775.00	10	4 - 1			\$ 775.00
	City Clerk FBI Background Check/Finger Print (\$33.25)	11031	\$					
								\$
	Historic Preservation (Staff level)	11042	\$					\$
	Historic Preservation (Hearing level)	11042	\$					\$
	Lot Line Adjustments	10280	\$					\$
	Lot Split	10280	\$					\$
	Minor Land Use App. (Home Occupation, Temp. Use,							
	Mobile Food Unit)	10216				22025	\$	\$
	Minor Land Use App. Renewal (Home Occupation, Temp.							
	Use, Mobile Food Unit)	10216	\$			22025	\$	\$
	Minor Land Use App. (Admin. Deter. Dir. Appr.)	10216	\$					\$
	Ordinance Text Amendment	10230	\$					\$
	Outdoor Dining Permit	11040	\$					\$
	Variance (Hearing Level)	10250	\$					\$
	Verification							
	Certificate of Zoning Compliance Letter	10360	\$					\$
	Legal Non-Conforming Use Letter	10360	\$					\$
	Zoning Verfication Letter	10360	\$					\$
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	nents - Copies	400			7			
	Audio Tape Duplication	10360						\$
	Bike & Pedestrian Master Plan	10360	\$					\$
	Comprehensive Plan	10360	\$					\$
	Parks & Recreation Master Plan	10360	\$					\$
	Subdivision Ordinances	10360	\$					\$
	Treasure Valley Tree Selection Guide	10360	\$					\$
•		1401	\$					\$
	Xerox copies Zoning Ordinance	1401 10360	\$ \$					\$ \$

ZON22-000005 Legacy Falls Rezone, Comp Plan Map Change, Development Agreement Change

GRAND TOTAL \$ 5,052.00



2775 West Navigator Drive, Su. \_20 Meridian, ID 83642 208-616-1050 First Inter nk 30 E Broac .y Ave. Meridian, ID 83642

92-373/1231

311

\*\*\*\* FIVE THOUSAND FIFTY TWO AND 00/100 DOLLARS

TO THE ORDER OF

07/19/2022

\$5,052.00\*\*\*

City of Caldwell Attn Planning & Zoning 621 Cleveland Blvd Caldwell, ID 83605

""OO3773"" ""O92901683" O5 OOO 37353"

DATE:07/19/2022 CK#:3773 TOTAL:\$5,052.00\*\*\* BANK:BVA Development LLC Operating(bvadevib) PAYEE:City of Caldwell(v0002628)

Property Address - Code

Invoice - Date

Description

Amount

BVA Development, LLC - bvadev.3

KARCHER.7.19.2022 - 07/19/22

Karcher/Legacy Falls

5,052.00

b<sub>1</sub>

				ngineering, a <b>Zoning</b>		medicine proper	ment leering	Fire	e Department		Totals
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	Map amendment Text Amendment	10280	1 \$			-				\$	
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	More than 20 acres	10240	\$		12550		\$	22025	\$	\$	
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Subu		10100			12511		<b>.</b>	22025	<b>.</b>		
	Preliminary Plat	10180	\$		12511		\$	22025	\$	\$	de la companya de la
	Short plat	10180	\$		12512	ļļ.	\$	22025	\$	\$	
	PUD w Subdivision	10210	\$		12513	L	\$	22025	\$	\$	
	PUD w/o Subdivision	10210	\$		12513		\$	22025	\$	\$	
	Final Plat	10180	\$		12512		\$	22025	\$	\$	
	Manufactured Home Park Prelim	10190	\$		12520		\$	22025	\$	\$	
	Manufactured Home Park Final	10190	\$		12520		\$	22025	\$	\$	
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	More than 2 acres	10220	\$					22025	\$	\$	
Speci	al Use Permit										
	Less than 2 acres	10200	\$		12530		\$	22025	\$	\$	
	More than 2 acres	10200	\$		12530		\$	22025	\$	\$	
	More than 20 acres	10200	\$		12530		\$	22025	\$	\$	
Addit	ional Fees	1								15.55.00 Personani	
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	Business Permits (No change in use)	11040	\$							\$	
	Business Permits (Change in use)	11040	\$							\$	
	Business Permits Renewal	11040	\$							\$	
		10340	\$			-				\$	
	Certified Mailing		encode consider							with the second second	
	Code Enforcement Admin. Fee	64240	\$					and the second s		\$	
	Design Review - New Construction (Hearing Level)	10330	\$							\$	
	Design Review - Rennovations/Add.'s (Staff)	10330	\$		1			ransese:	raneman)	\$	
	Design Review - Building Maint. (Staff)	10330	\$							\$	
	Development Agreements	10335	\$							\$	
	Development Agreement Modification	10335	\$							\$	Laborer Conference (Auto
		1									
	City Clerk FBI Background Check/Finger Print (\$33.25)	11031	\$			400		Appropriate Services		\$	
1	Historic Preservation (Staff level)	11042	\$							\$	V-004/94/44/00/75/2011
	Historic Preservation (Hearing level)	11042	\$							\$	CONTRACTOR
วงงานการการครั้ง	Lot Line Adjustments	10280	\$							\$	
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	Lot Split	10280	\$							\$	
	Minor Land Use App. (Home Occupation, Temp. Use,	10216	\$			*****		22025	\$	\$	
	Mobile Food Unit) Minor Land Use App. Renewal (Home Occupation, Temp.	10210		***************************************				22023	Ψ		
	Use, Mobile Food Unit)	10216	\$			Name of Street		22025	\$	\$	
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	Bike & Pedestrian Master Plan	10360	\$							\$	
	Comprehensive Plan	10360	\$						ana mendena ara maka menangan	\$	
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	Subdivision Ordinances	10360	\$							\$	
	Treasure Valley Tree Selection Guide	10360	\$							\$	
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	Zoming of amanec	10300	\$	3,482.50			\$		\$	windrawia	3,482.5
											4 /13/15

Pd in Office w/ check # 4032 Given to A. Cabello 12/21/22



BVA Development, 1144 S Silverstone Way Ste 500 Meridian, ID 83642 208-616-1050

First Inters⊾ Bank 30 E Broadway Ave. Meridian, ID 83642

92-373/1231

4032

#### \*\*\*\* THREE THOUSAND FOUR HUNDRED EIGHTY TWO AND 50/100 DOLLARS

TO THE ORDER OF

12/20/2022

\$3,482.50\*\*\*

City of Caldwell Attn Planning & Zoning 621 Cleveland Blvd Caldwell, ID 83605



05 000 37353

DATE:12/20/2022 CK#:4032 TOTAL:\$3,482.50\*\*\* BANK:BVA Development LLC Operating(bvadevib) PAYEE:City of Caldwell(v0002628)

Property Address - Code

Invoice - Date

Description

Amount

BVA Development, LLC - bvadev.3

12202022Karcher - 12/20/22

Karcher Site Map amendment (Legacy F

3,482.50

3,482.50

CPM22-000012

					ngineering, <b>Zoning</b>		organismos er	ment eering	Fire	Department		Totals
Comp	orehensive Plan Amendment				Zoming	1	Liigii	cering	rne	Department		Totals
	Map amendment	10260	1									\$
CANCEL TO THE PARTY OF THE PART	Text Amendment	10270		\$								\$
Anne	xation					1						
	Less than 2 acres	10240		\$		12550		\$	22025	\$		\$
	More than 2 acres More than 20 acres	10240		\$		12550		\$	22025	\$		\$
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Cuba	ivision Plats	10240	-	Þ	rockie was en argenariones.							\$
Subu	Preliminary Plat	10100		+		10511		or and financian construction				
	Short plat	10180		\$	***************************************	12511		\$	22025	\$		\$
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	PUD w/o Subdivision	10210	-	\$	District Annual State Commission (UPS Liberature)	12513 12513		\$	22025	\$		5
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	Appeals/ Amendments to Conditions	10290		\$							\$	
	Business Permits (No change in use)	11040		\$							\$	
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	Bike & Pedestrian Master Plan	10360		\$							\$	
	Comprehensive Plan	10360		\$							\$	
	Parks & Recreation Master Plan	10360		\$	1,000 1,000 000000000000000000000000000							
	Subdivision Ordinances	10360		\$							\$	
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Paid by check # 4026 From Ganett Nancolos to April Cabello

**BVA** Developmer

1144 S Silverstone Way Ste 500 Meridian, ID 83642 208-616-1050 First Inte Bank 30 E Broadway Ave. Meridian, ID 83642

92-373/1231

4026

\*\*\*\* ONE THOUSAND ONE HUNDRED THREE AND 00/100 DOLLARS

TO THE ORDER OF

12/19/2022

\$1,103.00\*\*\*

City of Caldwell Attn Planning & Zoning 621 Cleveland Blvd Caldwell, ID 83605

""OO4026" 1:0929016831: OS OOO 373531

DATE:12/19/2022 CK#:4026 TOTAL:\$1,103.00\*\*\* BANK:BVA Development LLC Operating(bvadevib) PAYEE:City of Caldwell(v0002628)

Property Address - Code

Invoice - Date

Description

**Amount** 

BVA Development, LLC - bvadev.3

Legacy Falls - 12/19/2022

Fee - Splitting lots in preparation

1,103.00

1,103.00

Development assessed topy app - AMD-22-07

By

#### **CALDWELL PLANNING AND ZONING**

ENGINEERING DEPARTMENT/FIRE DEPARTMENT

#### Fee Schedule-FY 2022-23 Effective October 1, 2022

	Planning and Zoning	Engineering	Fire Department
COMPREHENSIVE PLAN / ORDINANCE			
Map or Text Amendment	\$3,482.50		
ANNEXATION			
Less than 2 acres	\$1,607.00	Less than 2 acres \$83.92	Less than 1 acre \$144.10
More than 2 acres	\$3,080.50	2 to 20 acres \$472.05	More than 1 acre \$214.50
		More than 20 acres \$1,049.00	
DeAnnexation	3,482.50		
SUBDIVISION DEVELOPMENT			
Preliminary Plat	\$2,688 + \$20/lot	\$613.67 + \$20.46/lot	\$242.00 + \$1.35/lot
Short Plat	\$1,889 + \$20/lot	\$786.75 + \$20.46/lot	
PUD w Subdivision	\$2,400 +\$20 lot/unit	\$613.67 + \$20.46/lot	\$346.50 + \$1.35/lot
PUD w/o Subdivision	\$2,400 +\$20 lot/unit	\$613.67	\$231.00 + 1.35/lot
Final Plat	\$1,438 + \$20/lot	\$262.25 + \$5.71/lot	\$143.00
Manufactured Home Park Prelim	\$2,399 + \$20/lot	\$613.67 + \$20.46/lot	\$343.40 + \$1.35/lot
Manufactured Home Park Final	\$1,889+ \$20/lot	\$613.67 + \$20.46/lot	\$343.40 + \$1.35/lot
Plat Amendment (Administrative)	\$800.00	· 1000年6月2日 日本日本	
Plat Amendment (Public Hearing)	\$1,570.00	Harris Carl West Tale	
Time Extension-Administrative	\$690.00		
Time Extension-Hearing Level	\$2,689.00	<b>数是,其中国的共享的对抗。</b>	
ZONE CHANGE			
Less than 2 acres	\$2,183.00		Less than 50 acres \$172.70
More than 2 acres	\$3,080.00		More than 50 acres \$214.50
SPECIAL USE PERMIT			of a little of voltage of the party of
Less than 2 acres	\$1,810.00	Less than 2 acres \$83.92	Less than 1 acre \$97.90
More than 2 acres	\$2,173.00	2 to 20 acres \$472.05	More than 1 acre \$97.90
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ADDITIONAL FEES			and the second second
Appeals/ Amendments to Conditions	\$1,303.00		
Business Permits (no change in use)	\$116.00	ACTION OF THE PROPERTY.	1000
Business Permits (change in use)	\$121.00		
Business Permits Renewal	\$25.00		11 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1 / 1
Certified Mailing	\$11.00		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1
Code Enforcement Admin. Fee	\$170.00	THE RESIDENCE OF THE PARTY OF T	
Design Review - New Construction (Hearing Level)	\$1,097.00		
Design Review - Rennovations/Additions (Staff)	\$580.00	<b>图图 100 100 100 100 100 100 100 100 100 1</b>	
Design Review - Building Maintenance (Staff)	\$360.00		
Development Agreements	\$950.00		
Development Agreement Modification	\$1,103.00		
Historic Preservation - Staff level	\$50.00	V20204, 122 (1997)	
Historic Preservation - Public Hearing	\$150.00		
Lot Line Adjustments	\$591.00		
Lot Split	\$591.00		
Minor Land Use Application	\$116.00		\$97.90 mobile food units
(Home Occupation, Temp Use, Mobile Food Unit)	See Late V	Carolin Legister State (Salah Berga)	
Minor Land Use App Renewal (Home Occupation)	\$25.00		1. July 1. 1. 1971 1971
Minor Land Use - (Admin Determination, Director	\$580.00		
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Ordinance Text Amendment	\$1,570.00		The second secon
Outdoor Dining Permit	\$83.00		
Variance- Hearing Level	\$1,889.00		A CONTRACTOR OF THE STATE OF TH
LETTER VERIFICATION	7.,,		Washington Co.
Certificate of zoning compliance letter	\$55.00		
Legal non-conforming use letter	\$55.00		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Legal non-comorning use letter  Zoning verification letter	\$55.00		
COPIES OF DOCUMENTS	455.55		
Audio Tape Duplication	\$3.00 + tax		
Bike & Pedestrian Master Plan	\$23.80 + tax		
Comprehensive Plan	\$22.75 + tax		
	\$11.90 + tax		. 101124
Parks and Recreation Master Plan			
Subdivision Ordinance	\$10.82 + tax		
Treasure Valley Tree Selection Guide	\$7.00 + tax	STATE OF THE STATE	
Xerox Copies	\$0.10 + tax		
Zoning Ordinance	\$33.50 + tax		Updated: October 2022





## CITY OF Galdwell, Idaho

#### **Planning & Zoning**

#### APPEAL/AMENDMENT

Project Name: Legacy Falls	File #:
Applicant/Agent:	•

Applicant (√)	Please provide the following REQUIRED documentation:	Staff (√)
	Completed and signed Hearing Review Application	/
	Narrative fully describing the request, including the following:  > Specific item/requirement being appealed  > Reasons for the appeal/amendment  > Site-specific limitations and/or impediments on the property  > Any other pertinent information to the request. Please remember the applicant has the burden of proof to show why their request should be granted	
	Warranty deed for the subject property	
	Signed Property Owner Acknowledgement (if applicable)	V
	Vicinity map, showing the location of the subject property	
	Copy of the Order of Decision, other documents for any prior approvals of the site	/
	All of the above items shall be submitted in 8 ½ x 11 paper format AND in	
	electronic format (preferably PDF or Word) on either a jump drive or CD. Please be	
	aware the jump drive or CD will become part of the file and will not be returned	
	Fee	2

APPEALING A CASE DECISION	REQUESTING AN AMENDMENT
CASE #:	CASE #:
Case decision being appealed was rendered by:	Requesting an amendment of:
<ul> <li>□ Planning &amp; Zoning Commission</li> <li>□ Hearing Examiner</li> <li>□ Historic Preservation Commission</li> <li>□ Design Review Commission</li> <li>□ P&amp; Z Director</li> <li>□ Landscape Design Review Committee</li> </ul>	□ Development Agreement : Item #(s)  □ Condition(s) of Approval from Order of Decision : Condition #(s)

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





## CITY OF Galdwell, Idaho

#### **Planning & Zoning**

#### COMP PLAN MAP CHANGE

Project Name: Legacy Falls	File #:
Applicant/Agent:	

Applicant (√)	Please provide the following REQUIRED documentation:	Staff (√)
	Narrative fully describing the proposed map change, including the following:  > Total # of acres being re-classified and the new map classification > How the proposed change will complement with the surrounding area	/
	Warranty deed for the subject property	
	Signed Property Owner Acknowledgement (if applicable)	N,
	Vicinity map, showing the location of the subject property	V,
	Metes and bounds legal description for the site	
	Neighborhood Meeting	
	Site Plan	
	The following are suggested items that may be shown on the site plan:	~
	Property boundaries of the site	
	Existing buildings on the site	
	Parking stalls and drive aisles	
	Sidewalks or pathways (proposed and existing)	
	Fencing (proposed and existing)	
	Landscape Plan	
	All of the above items shall be submitted in 8 ½ x 11 paper format AND in	
	electronic format (preferably PDF or Word) on either a jump drive or CD. Please be	
	aware the jump drive or CD will become part of the file and will not be returned	
	Please indicate # of property owners within 300 feet:	
	Fee	

Date Application Received:	
Received by:	
Proposed Hearing Date:	





### CITY OF Caldwell, Idaho

#### Planning & Zoning

**REZONE** 

Project Name:	Lega	Cy	Falls	File #:
Applicant/Agent	:			

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

STAFF USE ONLY:	
Date Application Received:	_
Received by:	
Proposed Hearing Date:  Hearing Body:	-

Caldwell Planning and Zoning 621 Cleveland Blvd.
Caldwell, ID 83605

Re: Legacy Falls Application for Comprehensive Plan Amendment and Rezone

Dear Planning and Zoning Commission,

On behalf of owner, BV Legacy Falls LLC, BVA Development LLC is submitting this application for a Comprehensive Plan Amendment and Rezone with respect to the property located at the southeast intersection of S Florida Ave and Karcher Rd (Parcel R32822011A) in Caldwell Idaho.

In the current Comprehensive Plan, the subject property is to be used for Commercial and Service in the future. We propose that the northern half of the property continue to be zoned as such, with the southern half of the property being rezoned as residential. We believe that this fits in well with what is currently being planned in the area, with residential already existing to the west, residential being planned and currently under design to the east, and residential to the south according to the Comprehensive Plan.

We believe this change would complement the area in many ways. First, with there already being existing single-family homes just to the west of the subject property, any kind of housing (single-family or multifamily) would work well in this area. Second, with there being residential planned to the east of the property, there is an easy connection of roadways between these two properties, making the area flow nicely. Third, the northern half of the property will remain as commercial, which not only follows the Comprehensive Plan, but also provides a nice buffer between the residential and Karcher Road.

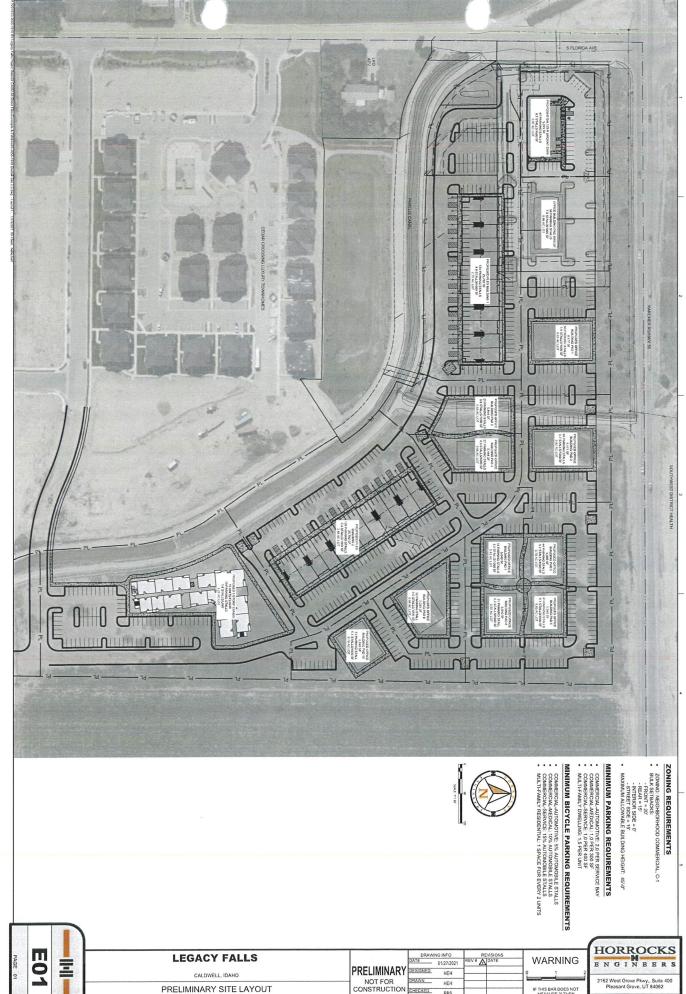
In conclusion, we believe that a Comprehensive Plan Amendment and a Rezone will benefit this area of Caldwell and will fit in well with the surrounding area, both what is currently there and what is planned. If you have any questions, please feel free to contact myself, Tonn Petersen, or Garret Nancolas.

Sincerely,

Jackson Cleverley BVA Development Assistant Project Manager jackson@bvadev.com



The proposed rezone application is for the Legacy Falls Subdivision located in Caldwell, Idaho. We plan on rezoning the northern portion as commercial, with the southern portion as residential. In the roundtable meeting that was held on May 19<sup>th</sup>, Garrett Nancolas met with city officials and reviewed what was being proposed in the property to the east of this property, and they're going to be doing residential. Our rezone request will match up well with what they are proposing.



Sit Plan

RBS

CHECKED

(801) 763-5100 www.horrocks.com

A-3





proposed

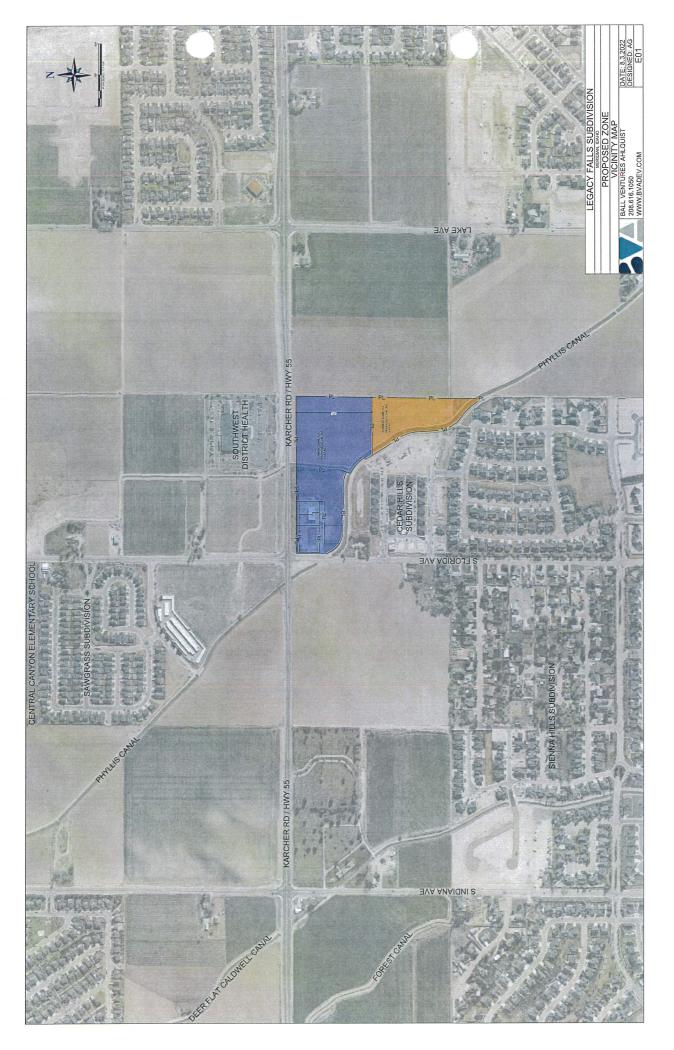
TO

Vicinitymes

S FLORIDA AV KARCHER RD / HWY 55 PROPOSED ZONE: R-3 ± 5.2 AC LEGACY FALLS SUBDIVISION

AUGUSTA, LONG
PROPOSED ZONE
OVERALL SITE EXHIBIT
BALL VENTURES AHLQUIST
208.616,1050
WWW.BVADEV.COM LAKE AVE

A-3 1 A-4







June 22, 2022

#### Dear Neighbor:

We are in the process of submitting an application to the City of Caldwell for Rezone with respect to a 14.292 acre project located at 0 Florida Avenue, Caldwell Idaho (Parcel number R32822011A). The Neighborhood meeting is for informational purposes only. During the meeting we will describe the proposed project and answer any questions you may have. The meeting is <u>not</u> a public hearing before a governing body of the City. Instead, the meeting is a pre-application requirement, and the City does not have the formal application yet. Once our application has been submitted and processed, the City will schedule a public hearing, and you will receive notice of the public hearing date via postal mail, newspaper publication, and/or public hearing signage on the project site.

Date: Tuesday, July 5, 2022

Time: 6 pm - 7 pm

Location: 13432 Generations Ln, Nampa, ID 83607, across Karcher Road from

Southwest District Health

**Project Description:** The property owner intends to rezone the parcel, with the northern portion zoned as commercial and the southern portion zoned as residential.

If you have any comments or questions prior to the meeting, please contact me at (208) 996-6248 or <u>jackson@bvadev.com</u>. You may also send correspondence to the address shown below.

Sincerely,

Jackson Cleverley



Account	OwnerName	InCareOf	Address	City	State	ZipCode
R32823	PINTLER CHARLES AND CAROL FAMILY TRUST		6510 RIM RD	NAMPA	<u>O</u>	83686
R32822	BV LEGACY FALLS LLC		PO BOX 51298	IDAHO FALLS	ID	83405
R32822104	JDL INVESTMENTS LLC		11687 PAUL LN	CALDWELL	ID	83607
R32822100	BV LEGACY FALLS LLC		PO BOX 51298	IDAHO FALLS	ID	83405
R32825012	BILTMORE COMPANY LLC		1580 W CAYUSE CREEK DR	MERIDIAN	ID	83646
R32737010	STATE OF IDAHO DISTRICT HEALTH DEPT 3		13307 MIAMI LN	CALDWELL	ID	83607
R32737	THORNTON-GALLUP LLC		PO BOX 1495	NAMPA	ID	83653
R32824204	GARDNER STEVEN D		13302 BLOOMFIELD DR	CALDWELL	ID	83607
R32824208	WADSWORTH NEIL AND VI ANN FAMILY TRUST		13358 BLOOMFIELD DR	CALDWELL	ID	83607
R32824207	NORSTROM ROB E		13344 BLOOMFIELD DR	CALDWELL	O.	83607
R32824206	SMITH-GRAHAM LYNDI JANEEN		13330 BLOOMFIELD DR	CALDWELL	ID	83607
R32824205	HALCOMB TAMMIE HEATHER		13314 BLOOMFIELD DR	CALDWELL	ID	83607
R32824203	BARNES DARYN		15706 CONLEY WAY	CALDWELL	ID	83607
R32824186	TUSCANY RICHARD R		15704 BRIDGETON AVE	CALDWELL	ID	83607
R32824185	KLITZING THOMAS R		15697 CONLEY WAY	CALDWELL	ID	83607
R32824202	INDRIERI NICK J		15692 CONLEY WAY	CALDWELL	ID	83607
R32824184	HYDE DAVE L		15683 CONLEY WAY	CALDWELL	ID	83607
R32824201	REYES JESSE ALVAREZ		13286 SMITHTOWN CT	CALDWELL	Ω	83607
R32824200	HAMMONS DUSTIN L		13272 SMITHTOWN CT	CALDWELL	Ω	83607
R32824199	CALDERON STEPHANIE		13264 SMITHTOWN CT	CALDWELL	П	83607
R32824198	GREEN AMANDA		13265 SMITHTOWN CT	CALDWELL	ID	83607
R32825011	HBU INVESTMENTS LLC		PO BOX 1335	MERIDIAN	□	83680
R32824219	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	Ω	83642
R32736	PINTLER CHARLES AND CAROL FAMILY TRUST		6510 RIM RD	NAMPA	Ω	93988
R32824235	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	□	83642
R32824234	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	Ω	83642
R32824233	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824232	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824231	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824230	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	□	83642
R32824236	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	Ω	83642
R32824382	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	Ω	83642
R32824161	CEDAR CROSSING HOMEOWNERS ASSOC INC	MGM MA	MGM MAN 289 SW 5TH AVE	MERIDIAN	Ω	83642



R32822011A	BV LEGACY FALLS LLC	3.2	PO BOX 51298	IDAHO FALLS ID	₽	83405
R32824389	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824381	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824380	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	≘	83642
R32824379	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824378	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	≙	83642
R32824388	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	≙	83642
R32824391	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824392	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824386	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824385	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	₽	83642
R32824384	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	≙	83642
R32824383	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN	□	83642
R32824390	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN		83642
R32824387	AWND PROPERTIES LLC		2120 E LANARK ST	MERIDIAN		83642

# CANYON COUNTY LISTING - R332822011A - 300 feet

June 21, 2022



## PROPERTY LISTING DISCLAIMER

This information should be used for informational use only and does not constitute a legal document for the description of these properties. Every effort has been made to insure the accuracy of these data & is subject to change without notice; however, the Assessor's Office assumes no liability nor do we imply any particular level of accuracy. The Canyon County Assessor's Office disclaims any responsibility or liability for any direct or indirect damages resulting from the use of these property listings.



#### **NEIGHBORHOOD MEETING FORM**

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

Start Time of Neighborhood Meeting:	6.00	
End Time of Neighborhood Meeting:	7:00	
Those in attendance please print your this form "No one attended."	name and address. If no one atten	ded, Applicant please write across
PRINTED NAME	ADDRESS, CITY, STA	TE, ZIP
1		
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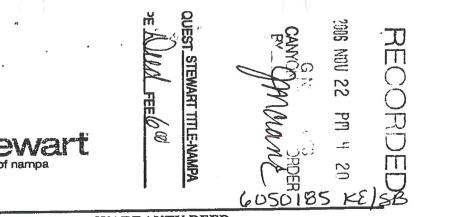
Neighborhood Meeting Form



Page 2 of 3

Revised 6/2013
20
22
23
24
25
Neighborhood Meeting Certification:
Applicants shall conduct a neighborhood meeting for the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications that will be submitted in conjunction with an annexation, rezone or planned unit development application; and, rezone applications as per City of Caldwell Zoning Ordinance Section 10-03-12.
Description of the proposed project: REZONE OF LEGACY FALLS SITE
Date of Round Table meeting: MAY (9, 2022
Notice sent to neighbors on: JUNE 24 2022
Date & time of the neighborhood meeting: July 5, 2022 @ 6:00
Location of the neighborhood meeting: ON SITE
Developer/Applicant:
Name: Jackson Clt Vencely
Name: Jackson CLEVERLEY Address, City, State, Zip: 2775 W NAVIGATOR DR #220 MERIDIAN ID 836
certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with City of Caldwell Zoning Ordinance Section 10-03-12.
DEVELOPER/APPLICANT SIGNATURE





#### WARRANTY DEED

For Value Received Larry Glavinic and Susan Glavinic, husband and wife

the Grantor, hereby grants, bargains, sells, conveys and warrants unto

Legacy Falls, LLC, a Limited Liability Company

the grantee, whose current address is P.O. Box 1604, Idaho Falls, ID 83403

the following described premises, to wit:

See "Exhibit A" attached hereto

Parcel Number: R32822000 0

SUBJECT TO: Current General Taxes, a lien in the process of assessments, not yet due or payable. Easements, restrictions, reservations, provisions of record, and assessments, if any.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will warrant and defend the same from all lawful claims whatsoever.

Larry Glavinic

Susan Glavinic

A Notary

Public, in and for said State, personally appeared Larry Glavinic and Susan Glavinic known to me, and/or identified to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/afe subscribed to the within instrument and acknowledged to me that he/shethey executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public: X CAKACIA E. ZAJAK Residing at: Y ALLEY CENTEK My commission expires X 1-11-2010

CAROLYN E. ZAJDA
Commission # 1632300
Notary Public - California
San Diego County
My Comm. Expires Jan 17, 2010

#### Exhibit A LEGAL DESCRIPTION

Order No.: 206050185

A parcel of land being a portion of the NW1/4 of the NE1/4 of Section 14, T3N, R3W, BM, Canyon County, Idaho, as shown on a Record of Survey, filed for record in the office of the Canyon County Recorder, Caldwell, Idaho under Instrument No. 200222210 and more particularly described as follows:

BEGINNING at a PK nail marking the North 1/4 corner of said Section 14;

thence along the North boundary of said Section 14

North 89°05'15" East 748.15 feet to a point; thence leaving said North

boundary along a line 14.00 feet West of the top of bank of the Phyllis Branch Canal

South 04°05'10" West 280.44 feet to an iron pin; thence continuing South 03°09'42" West 163.63 feet to an iron pin; thence continuing

South 18°07'24" West 39.53 feet to an iron pin marking a point of curve;

thence leaving said line along the arc of a curve to the left having a radius of 180.00 feet, a

central angle of 29°11'01", a length of 91.68 feet and a long chord bearing

North 75°40'02" West 90.69 feet to an iron pin marking a point of

tangent; thence

South 89°44'28" West 195.36 feet to an iron pin; thence

North 88°53'09" West 203.33 feet to an iron pin marking a point of curve;

thence along the arc of a curve to the right having a radius of 175.00 feet, a central angle of 57°53'14", a length of 176.81 feet and a long chord bearing

North 59°56'32" West 169.38 feet to an iron pin marking a point of

tangent; thence

North 30°59'56" West 64.93 feet to an iron pin; thence

South 89°57'48" West 40.00 feet to a point on the North-South centerline

of said Section 14; thence along the North-South centerline

North 00°02'12" West 302.77 feel the POINT OF BEGINNING.

11-17.2006 6

Stewart Title of Boise, Inc. File Number: 6050185-KE Warranty Deed Page 2 of 2

LANDSCAPE NOTES

SERPICTURE OF TOTAL LANGESOFF MATERIAL QUARTITIS AS SHOWN ON THIS LANGESOFF MARION OF THE CANODAGE CONTRACTOR. IF QUARTITIS LISTED OF DO NOT CORRECULE WITH WARKET SHOWN OF THE PLANK THE SHOWN OF SHOWN OF THE PLANK THE CANODAGE SHOWN OF THE PLANK THE SHOWN OF THE PLANK THE CANODAGE SHOWN OF THE PLANK THE CANODAGE THE THE COMMITTEE.

MEDIATE, AFTE AWARD OF CONTRACT, NOTY THE LANGUAGE
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PROVIDE REQUIRED SOIL EROSION CONTROL MEASURES HROUGHOUT HE DURATION OF THE CONTRACT PERIOD. SHOULD THERE BE EXSTING SOIL. REGISON CONDITIONS THAT REQUIRE MITIGATION, NOTITY THE RESPONSIBLE PERSON MARIDANTELY FAILURE TO ONITY THE RESPONSIBLE PERSON MAPLIES ACCEPTANCE OF THE SITE IN 1TS EXISTING CONDITION. TRACTOR SAAL LOCATE AND DENTY ESSING LUBERGOUND AND TRACTOR UTULIES WITH CONTRACT WORK AREAS PROJE TO STRUCTION, CONTRACT DIG LUKE, INC. 0 1300,342,1885, PROVIDE EQUATE MEANS OF PROTECTION OF UTULITIES AND SENGIS DESIGNATED RELIAN. REPAR UTULIES DAMAGED DURING SITE MORK OPERATIONS AT VIRACTOR'S EXPENSE.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PERPANNIC ALL PLANTED AREAS, ALL DELETENOUS MATERIAL SIGH AS ROCK, TRISH, CONSTRUCTION DEBTS, AGGREGATE BASE MATERIAL, ASPHALT, ETC... SHALL BE REMONED PRIGHT ON ANY FILL DEBEATHOUSE, FINISH GAMES TO BE SMODITH AND EVER LEAGURETS TO REMOVE LOW AND HIGH POINTS AND TO PROVIDE DOSINEE DRAMAGE.

FILL ALL PLANTING AREAS WITH CLEAN EARTHEN FILL, AS PER SPECIFICATIONS. SOIL SHALL BE FREE OF HEAVY, STIFF CLAY AND ANY DELETEROUS WATERIAL OVER ONE INCH IN SIZE. REUSE EXISTING SURFACE TOPSOIL IF AVAILABLE.

10º50IL SHALL BE A LOOSE, FRABEL SAMDY LOAM, QLEM AND FREE OF TOXIC MATERIALS, MONOLUS WEEDS, MEDI SEEDS ROOSE, GRASS, OR O DHER FOREIGN MATERIALS AND A PH OF 5.5 TO 7.0, IF OM-SITE 10º50IL, DOES NOT MEET THESE MINIMAL STANDARDS, CONTRACTORS ARE RESPONSIBLE TO BTHEER. PROVIDE APPROVED IMPORTED TOPSOIL OR, AMEND THE OM-SITE TOPSOIL.

FINISH (GRADES FOR LANDSCAPE AREAS TO BE SMOOTH AND EYEM GRADIENTS WITH POSITINE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. SLOPES FOR TURF AREAS SHALL NOT EXCEED 3.1. TOPSOL DEPTHS SHALL BE AS FOLIOWS (WHERE APPLICABLE): LAWN.
AREAS—G\* MIN. PLANTER BEDS = 12\* MIN.; CURB SIZANDS = 18\* MIN.ALL
PLANTING BEDS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE.

3" DEPTH OF 3/4" MINUS BLACK AND TAN ROCK MULCH OVER PERMEABLE WEED BARRIER IN ALL PLANTER BEDS. TOP OF MULCH SHALL BE SET 1" BELOW TOP OF ADJACENT HARDSCAPE OR LAWN.

ALL PILANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE SHOWN. PLANTS WILL BE REJECTED IF NOT IN HEALTHY GROWNIC CONDITION. PRE-EMERGENT HERBICIDE SHALL BE APPLIED PER MANUFACTURER'S PRE-COMMENDATIONS AND SHALL OCCUR AFTER TOPSOIL PLACEMENT AND PRIOR TO INSTALLATION OF PLANT MATERIALS AND MULCH.

ALL WARPING MATERIAL SHALL BE CUT AND REMOVED FROM ARRIVAD THE UPPER PORTION OF THE ROOT BRALL METAL BASSET WRESS AND BURBLE SHALL BE PULLED BACK AND THOCKEL MORBE THE EDGES OF THE SAUDER RINGS OF ALL TREETS AND LARGE SHRUBS, ALL SYMPHETIC BURLAP SHALL BE REMOVED FROM ROOT BALLS PRIDE TO BACKFILLING.

ALL PLANT MATERIAL SHALL BE CUARANITED FOR A PERIOD OF ONE YEAR BEGINNING. AT THE DATE OF ACCEPTANCE BY OWNER. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN HEALTHY CONDITION IMMEDIATELY WITH COMPARABLE SIZE AND SPECIES AT NO COST TO THE OWNER.

FERTILIZE ALL TREES AND SHRUBS WITH AGRIFORM PLANTING TABLETS. QUANTITY PER MANUFACTURER'S RECOMMENDATIONS

CONTRACTOR'S MAINTENANCE THROUGH FINAL COMPLETION SHALL INCLUDE: CONTRACTOR SHALL CERTIFY WITH THE CITY THAT ALL OF THE TREES OR PLANTS INSTALLED ARE FREE FROM DISEASE AND ARE NOT TOXIC, POISONOUS OR OTHERWISE A NUISANCE.

POUNING, CULTIVATING, WEEDING, WATERING, AND APPLICATION OF APPROPRIATE INSECTIODES AND FLANCISCIES NECESSARY TO MAINTAIN PLANTS FREE OF INSECTS AND DISEASE UNTIL FINAL ACCEPTANCE BY OWNER.

2 BENCH

RESTORE PLANTING SAUGER AND ADJACENT MATERIAL AND REMOVE AND REPLACE DEAD MATERIAL. RE-SET SETTLED PLANTS TO A PROPER GRADE AND POSITION.

TIGHTEN AND REPAIR GUY WIRES AND STAKES AS REQUIRED ONLY IF ORIGINALLY NEEDED.

CORRECT DEFECTIVE WORK AS SOON AS POSSIBLE AFTER DEFICIENCIES BECOMES APPARENT AND WEATHER AND SEASON PERMIT.

MOWING TURE GRASS MAINTAIN A MINIMUM 2" AND MAXIMUM 3" STAND OF GRASS IRRIGATING PLANT MATERIAL

GENERAL IRRIGATION NOTES - DESIGN REVIEW/ AGENCY SUBMITTAL

ALL PLANT MATERIALS TO BE WATERED VIA SUBDIVISION PRESSURE IRRIGATION SYSTEM ON—SITE IRRIGATION SYSTEM SHALL BE AN UNDERGROUND, AUTOMATIC SYSTEM.

LOUIS DAMER BS SERIES BRIE BACK BALLDANG AND 2 MANNIAN AND SERVARION FIRM BRIEDONGLAR AND SERIES BRIEDONGLAR AND SERIES BRIEDONGLAR AND SERIES BRIEDONGLAR AND SERIES BRIEDONGLAR SERIES

HUSH CRADE

SET TOP OF ROOT BALL 2" ABOVE FINISH GRADE

COVERAGE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD TO HEAD SPACING OR TRANGULAR SPACING AS APPROPRIATE.

MATCHED PRECIPITATION RATES: SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.

RRICATION DISTRICTS: SPRINKLER HEADS IRRICATING LAWN OR OTHER HIGH WATER BEANN AREAS SHALL BE CIRCUITED 50 THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRICATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.

OVERSPRAY: SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

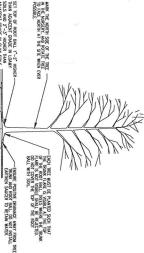
BIKE RACK

S

SHRUB PLANTING DETAIL

-ROOT BALL FERTILIZER TABLETS

ANGLED SIDES



SET TOP OF ROOT BALL 1"-2" HICHEF
THAN ADJACENT GRADE IN LOAMY
SOILS AND 2"-3" HIGHER THAN
ADJACENT GRADE IN CLAY SOILS.

TAMP SOL AROUND ROOT BALL

BASE FIRMLY WITH FOOT PRESSURE
SO THAT ROOT BALL DOES NOT SHIFT 3" DEPTH MULCH, DO NOT PLACE -

(suits). 1. do not heavly prime tree at planting, prime only grossover limbs, co-dominant leaders, and broken and dead branches, do not prime terminal bids of branches extending to the grown. PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL

IF PLANT IS SHIPPED WITH A WRE BASKET AROUND THE ROOT BALL, CUT THE WRE BASKET IN FOUR PLACES AND FOLD DOWN 8" INTO PLANTING HOLE. BURLAP FROM TOP HALF OF ROOT BALL

2 WALP THEE TRUMS OUT UPON APPROVAL OF THE LANDSCAPE ARCHTECT.

1 STAKE THEES AS RECESSARY STAKES WIST BE PEUDOPED WITHIN 12 MONTHS OF PLANTING.

TREE PLANTING DETAIL

ROUND COVERS

2,413 sf

BOTANICAL / COMMON NAME Turf Sod Rhizomatous Rhizomatous Tall Fescue

Hemerocalifs x "Chicago Apache" Chicago Apache Daylify Hemerocalifs x "happy Returns" Happy Returns Daylify Salvia nemorosa "May Night"

.5'X1.5

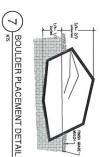


NOTES
1. DUMO 148–325H-FTO
2. BLACK POWDER COAF FINISH
3. MSTALL BY ANCHOR BOLT IN
COMPETE SURFACE AS PER
MANUFACTURERS
RECOMMENOATIONS



TRASH RECEPTICLE (WITH ASH PAN)

FINISH GRADE 6 EDGING DETAIL CUT EDGE



PRELIMINARY DESIGN

FOR PERMIT CONSTRUCTION DOCUMENTS

KARCHER AND FLORIDA - URGENT CARE

DESIGN GROUP, ILL

PLANT SCHEDULE

DOTANICAL / COMMON NAME

For 4 (Souther Automotion Summit)

For 3 (Partin Automotion Control National Na

2" CAL B&B

45'X25' 25'X20'

Class II Closs I

VERGREEN TREES

Buxus sempervirens 'Monrue' TM Green Tower Boxwood Cornus serices 'Kelseyi' Kelseyi Dogwood

fortunei "Moonshadow" TM w Euonymus

3.X2

scens Abetwo

Hydrangea arborescens Abetwo Incrediball Hydrangea Juniperus horizontalis 'Blue Chip' Blue Chip Juniper

3'X3 3'X6

Cushin Terrel

FOR PERMIT

greg@baerdg.com Ph. 208.859.1980

7'-8' B&B 2" CAL B&B

MATURE SIZE HXW CLASS 20'x6'

MATURE SIZE HXW

#### Property Owner Acknowledgement

i, By Legacy Falls, LLC		, the record owner for real pr	operty addressed
as _0 Florida Avenue (R32822011A)	,	, am aware of, in agreem	ent with, and give
my permission to <u>Jackson Cleverl</u>	у	, to subm	it the
accompanying application(s) pertai	ning the that prope	rty.	
<ol> <li>I agree to indemnify, defend an claim or liability resulting from ownership of the property which</li> <li>I hereby grant permission to Citasite inspection(s) related to pro</li> </ol>	any dispute as to th this the subject of t ty of Caldwell staff to	e statement(s) contained hereir he application. o enter the subject property for	n or as to the
Dated this day of		, 20	22
	Ву	: BV Management Services, Inc., t	he Executive Manager
		By: Co (Signature)	ortney Liddiard, Presider
	CERTIFICATE OF VI	ERIFICATION	
STATE OF IDAHO )			
) ss.			
County of Bonneville )			
I, Brandi Love  Jove, 2022, personally be the President of BV Management Legacy Falls, LLC, and the Manager vinstrument, and acknowledged to milimited liability company name.	appeared before met. Services, Inc., who subscribed said	nich corporation is the Executiv I limited liability company name	dentified to me to ve Manager of BV e to the foregoing
Bransi Jour	_	BRANDI LOVE COMMISSION NO. 3792	25
NOTARY PUBLIC FOR IDAHO	-6	NOTARY PUBLIC	
Residing at Tolke Folls T My Commission Expires 4-13:		STATE OF IDAHO MY COMMISSION EXPIRES 04	112/26
iviy Colliniission Explics \ \		B	AND THE PERSON NAMED IN



#### 332 N. Broadmore Way Nampa, ID 83687

Ph: (208) 442-6300 • Fax: (208) 466-0944

#### LEGAL DESCRIPTION For LEGACY FALLS SUBDIVISION NO.1

A parcel of land located in the NW 1/4 of the NE 1/4 of Section 14, Township 3 North, Range 3 West, Boise Meridian, City of Caldwell, Canyon County, Idaho, being more particularly described as follows:

**BEGINNING** at a Brass Cap Monument marking the Northwest Corner of the Northeast Corner of said Section 14; From which an Iron Pipe marking the Northeast Corner of said Section 14 Bears N 89°05'48" E 2651.80 Feet;

Thence, N 89°05'15" E 466.20 Feet along the North Line of said Section 14 to a 5/8 inch Iron Rod:

Thence, leaving said North Line S 00°54'45" E 303.20 Feet to a 5/8 inch Iron Rod;

Thence, S 89°05'15" W 197.61 Feet to a 5/8 inch Iron Rod;

Thence, S 00°54'45 E 145.43 Feet to a 5/8 inch Iron Rod;

Thence, N 88°51'54 W 55.47 Feet to a found 5/8 inch Iron Rod and a point of curvature;

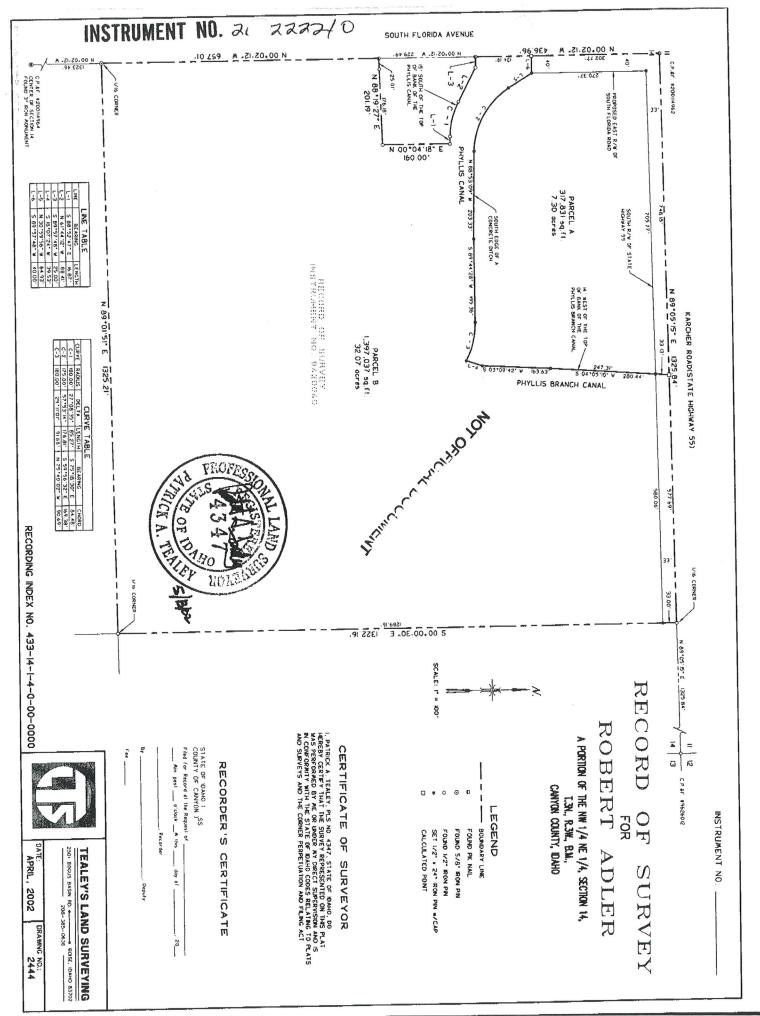
Thence, 176.84 Feet along the arc of a 175.00 Feet radius curve to the right with a central angle of 57°53'48", which long chord bears N 59°55'48" W 169.41 Feet to a found 5/8 inch Iron Rod and a point of tangency;

Thence, N 31°01'03" W 64.86 Feet to a found 5/8 inch Iron Rod;

Thence, S 89°58'12" W 40.05 Feet to a 5/8 inch Iron Rod lying on the North-South midsection line of said Section 14;

Thence, along said mid-section line N 00°01'48" W 302.75 Feet to the POINT OF BEGINNING.

Said above described parcel contains 167,981 Sq. Ft., or 3.86 acres more or less and is subject to any and all easements and/or rights-of-way of record.



#### 200222210

RECORDED

2002 MRY 15 PM 3 08

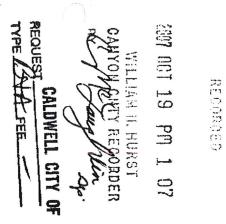
G NOEL HALES
CANYON CNTY RECORDER
BY V Upfor

95,00



September 25, 2007 Legacy Falls Development Agreement (ANN-162-07/SUB-180P-07)

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



For Recording Purposes Do Not Write Above This Line

### DEVELOPMENT AGREEMENT Legacy Falls Subdivision

This Development Agreement made and entered into this 25 day of September 2007, by and between the City of Caldwell, a municipal corporation in the State of Idaho ("Caldwell"), by and through its Mayor, and BV Legacy Falls LLC, and Legacy Falls LLC ("Applicants" and/or "Owners").

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

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

WHEREAS, the Property is the subject of an application for annexation and land use zone classification identified as Application Number ANN-162-07 and SUB-180P-07; and

WHEREAS, the Applicant intends any development of the Property will be as C-1 Neighborhood Commercial; and

WHEREAS, the Property is currently zoned by Canyon County as A (Agricultural); and

WHEREAS, the Applicant is seeking to rezone the property to the City of Caldwell's C-1 Zoning Classification; and

Legacy Falk Development Agreement
Original

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

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

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

WHEREAS, the annexation and land use zone classification are subject to a development agreement; and

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

### ARTICLE I LEGAL AUTHORITY

ILE Caldwell will adopt an ordinance to rezone the Property subject to the provisions of this Development Agreement. This Development Agreement shall be signed prior to the Mayor's signing of an affirmative Order of Decision by the Mayor and City Council permitting the annexation. The annexation ordinance will become effective after its approval, passage and publication.

### ARTICLE II CONDITIONS OF THE LAND USE ZONE CLASSIFICATION

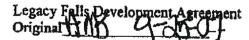
- 2.1 The Property shall be utilized in the fashion and according to the terms set forth in the development application ANN-162-07 to include the following conditions:
  - All development applications for the Property must meet all requirements of the City of Caldwell City Code in effect at the date of submittal of any development application, including but not limited to platting applications and building permit applications.
  - 2. The date of submittal of the annexation request for the Property was June 13, 2007. On that date a design review process for the City of Caldwell was not established. If the City of Caldwell has established a design review process at the date of submittal of any other development application(s) besides ANN-162-07/SUB-180P-07 for the Property after the aforementioned date in Item 2, the Applicant shall be required to go through the design review process.

Legacy Falla Development Agreemen
Original

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phase basis, upon the City Engineer's signature on the final plat for each phase of the property.

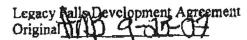
- 8. Any approaches on Karcher Road are not allowed, consistent with City Ordinance No. 2556 referred to as the "Caldwell Access Control Standards for State Administered Highways Ordinance" and Idaho Transportation Department's Access Policy for Type 4 facilities.
- The location of any and all ingress and/or egress approaches to the Property shall be approved by the City Engineer.
- 10. All roadways, planned and future, shall be built to Caldwell City standards and dedicated for public purpose. Public roadway improvements shall include curb, gutter, sidewalk, sub-base and asphalt paving, storm drainage facilities, streetlights, and water mains. These street improvement features shall be incorporated into the subdivision as it is developed and shall be constructed by an appropriately licensed public works contractor.
- 11. If specifications to the current street section schedule requirements have been changed by the date of submittal of any development applications, the most stringent requirements shall be required to be adhered to in any development.
- 12. Any non classified street planned, or future, shall be constructed within a minimum fifty-six (56) foot right-of-way consistent with the City of Caldwell Subdivision Ordinance or a fifty-one (51) foot right-of-way consistent with City standards for a planned unit development. The streets shall be constructed at a width of 37 feet to back of curb and shall feature standard rolled curb, gutter, 4-foot wide sidewalks, sub-base and asphalt paving, required storm drainage facilities and streetlights.
- 13. All development, impending and future, shall comply with ACHD intersection spacing and alignment standards as adopted by the City of Caldwell, restricting full access approaches and intersections to a distance of no less than 440 feet (when and if possible), near curb to near curb, from signalized intersections or intersections likely to be signalized (intersections of classified roads) and right-in-right-out intersections a distance no less than 220 feet, near curb to near curb, from such intersections. Further, approaches on the same side of the street shall be spaced no less than 150 feet apart, near curb to near curb. Approaches or intersecting roadways to be installed across the street from existing intersections shall either be aligned within a 10-foot centerline offset or be offset by no less than 150 feet near curb to near curb.
- 14. All development will require the Applicant to comply with Idaho State Statute 49-221 regarding clear sight at intersections within and adjacent to the development and other applicable standards.



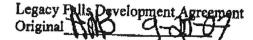
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- 3. In the event the Property's legal description is discovered to be in error, the Applicant will be responsible for assuming the measures necessary to provide the City with an accurate legal description and correction of any erroneous annexation actions that may have occurred as a result.
- 4. All development shall be consistent with the City of Caldwell's Comprehensive Plan. Any flexibility granted shall be consistent with the interests of the City of Caldwell and in substantial compliance with said Plan.
- 5. In accordance with City Code, development will require the construction of street side improvements in any public right-of-way adjacent to the Property to include curb, gutter, sidewalk, sub-base and asphalt paving, storm drainage facilities, street lights and water mains. These street improvement features will be required to be incorporated into the design and construction of all streets located within the development.
- 6. At the time of development or within 90 days of a request by the City of Caldwell (whichever is sooner), the Applicant shall dedicate a 70-foot one-half width rightof-way (minus existing) along the entire Karcher Road frontage. At the time of development, any development will require the street to be improved to a Principal Arterial and State Highway. An additional thirty (30) foot landscape buffer adjacent to the dedicated seventy (70) feet of right-of-way will be required to facilitate future right-of-way needs per the Idaho Department of Transportation recommendations. The street will be required to be constructed at a half width of 38.0 feet from centerline to back-of-curb and shall feature standard vertical curb, 5-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights. City of Caldwell Specifications for these improvements will be required to be observed. In the event Idaho Transportation Department or the City of Caldwell access standards are relaxed the Applicant will be required to construct a wider street section as determined by the City Engineer. The Applicant's obligations for this item shall be deemed fulfilled, on a phase-by-phase basis, upon the City Engineer's signature on the final plat for each phase of the Property.
- 7. At the time of development or within 90 days of a request by the City of Caldwell (whichever is sooner), the Applicant shall dedicate a 40-foot one-half width right-of-way (minus existing) along the entire Florida Avenue frontage. At the time of development, any development will require the street to be improved to a Collector roadway. The street will be required to be constructed at a width of 20.5 feet from centerline to back-of-curb and shall feature standard vertical curb, 5-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights. City of Caldwell Specifications for these improvements will be required to be observed. This street section will be required to be wider if the City Engineer determines such a need based on the traffic study. Additional widening is likely to be necessary at the intersection of Florida and Karcher. The Applicant's obligations for this item shall be deemed fulfilled, on a phase-by-



- 15. The Legacy Falls Subdivision shall provide a cross-access easement allowing use of approaches by adjacent development and allowing use of all approaches and parking/driving area by all businesses within the Legacy Falls Subdivision.
- 16. The Legacy Falls Subdivision is expected to generate new vehicle trips per day. A certain number of these vehicle trips are expected to be generated in the critical (P.M.) peak hour. Community Planning Association of Southwest Idaho has computed the average trip length in Canyon County to be 7.3 miles. Traffic impact mitigation should presumably occur at both ends so ½ of the trip length should be attributed to each end. It is estimated that trips will encounter a major intersection every half mile along any given path. The capacity of an average fully improved intersection (assumed to be the intersection of a collector and an arterial road) is estimated to be 5,080 vehicles/hour. Trips generated by the Legacy Falls Commercial Subdivision will utilize: (new veh trip/hr \* 7.3 mi/trip \* 0.5 trip ends \* 2 intersections/mi)/5,080 veh/hr per avg intersection = (TBD)% of the capacity at an average intersection. This percentage represents the total capacity utilized from each intersection (once fully improved) encountered by trips generated over the development's half of the generated trip length.
  - a. The Applicant shall construct (TBD)% of the total improvements needed for an average intersection, as defined, a nearby deficient location to be determined by Engineering staff within the subdivision's 7.3 mi area of influence.
  - b. The Applicant may be allowed to contribute monies in lieu of construction at his option but the basis for the obligation is for construction and monetary contributions must be made at a level commensurate with costs to construct the same by the City and as estimated by the City.
- 17. Any development will require the Applicant to keep the City informed of and comply with transportation system improvements or requirements requested by Idaho Transportation Department. The most strict of coincident or conflicting requirements shall apply (for instance if ITD requires the construction of a greater mitigation percentage than that given in Item 16a, the more strict requirement shall prevail as an obligation of the Applicant).
- 18. As of the date of preparation of this development agreement (September 18, 2007), the traffic study had not been completed for the project. The Applicant agrees to comply with any and all requirements resulting from the findings of the traffic study and/or as determined by the City Engineer's interpretation of said findings.



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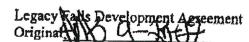
- 19. In the course of development, street improvements, traffic mitigation measures or trust investments shall be completed in equitable portions for each phase so that the cost to develop lots given the overall improvements required is as nearly the same for each phase as is practical. In no case shall the Applicant delay a disproportionate share of the cost to later phases.
- 20. All development will require the Applicant to meet all requirements set forth in the City of Caldwell Zoning Ordinance.
- 21. All development will require the Applicant to meet all requirements set forth in the City's most-recently adopted Landscaping Ordinance and Tree Ordinance as of the date of submittal of any development applications including but not limited to platting applications and building permit applications.
- 22. The Applicant will maintain the site in keeping with the City's nuisance abatement program until such time as the development is complete. This maintenance will include the semi-annual mowing of all weeds within the subdivision boundaries and the removal of noxious weeds when they are identified. The developer will apply all appropriate dust abatement procedures as part of the construction process.
- 23. At the time of development of the Property, the Applicant will post and maintain a "Rules and Regulations" sign at all entryways to the development 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.
- 24. The Applicant shall identify and retain all historical drainage discharge points from the property for the purpose of draining on site storm water detention facilities.
- 25. All development shall require the developer to maintain any existing upstream and/or downstream irrigation and/or drainage rights that may cross the property. Conveyance systems are subject to Irrigation District and City of Caldwell design review and approval.
- 26. All development will require compliance with the City of Caldwell Storm Water Management Manual. On site detention facilities shall be required for management of site storm water for future development except as provided for under said Manual.



- 27. All development will require the applicant to connect to the City of Caldwell Municipal Sewer System and comply with the Dixic Interceptor Sewer Study as it shall be subsequently updated. The location of sewer services, including sizing of mains, providing of easements, frontage construction and offsite construction are to be decided during review of improvement plans. All-weather surfaces may be required adjacent to mainlines that fall outside public right-of-way.
- 28. A public utility easement not less than 20 feet in width shall be provided for any sewer lines not in the public right-of-way. An all-weather surface shall be required for said public utility easement.
- 29. Any platted development of the Property will require all easements and/or rights-of-way to be determined and clearly indicated on the Final Plat. A note will be required to be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public. Commercial access points shall meet the access spacing policy and shall be subject to review and approval by City Engineering. This statement does not indemnify the Applicant from future requirements of any access-related policies or codes.
- 30. A note shall be placed on the final plat stating that no individual common lot or individual commercial lot shall be allowed to take direct access to Karcher Road or Florida Avenue.
- 31. All development will require the Applicant to connect to the City of Caldwell Municipal Water System and comply with the City of Caldwell Water Master Study as updated at the time of development.
- 32. City standards require that all new developments construct 12-inch water lines along all section and quarter section lines. Additionally all on site water mains will need to be looped and off-site lines extended sufficient for fire flow and water quality purposes. Internal main sizing and construction plan approval will be dependent upon the availability of fire flow. A redundant water source shall be required as well.
- 33. Irrigation water for the subject property shall be obtained from the appropriate Government Irrigation District and/or groundwater sources. Pressure irrigation facilities shall be provided consistent with City and Government Irrigation Provider specifications and dedicated to the applicable government irrigation provider. Said Government Irrigation provider shall operate pressurized irrigation facilities for the site.
- 34. The development is to include a non-potable water pressure irrigation system. The design of this pressure irrigation system is to be reviewed and approved by the Caldwell Municipal Irrigation District prior to construction plan approval. It shall be required that the system shall be operated and maintained by the Caldwell Municipal Irrigation District.

Legacy Falla Development Agreemen

- 35. All platted development shall require the face of the subdivision final plat to bear a note stating that the development shall conform to Idaho Code 22-4503, Right to Farm Act.
- 36. Any water rights on the property as of the date of this agreement, excepting those held in trust by a government irrigation district, shall not be sold, otherwise transferred to other parties or abandoned, but shall be transferred to the City of Caldwell for both irrigation and domestic water supply for the Property. The City of Caldwell will assist in registering the transfer.
- 37. The Applicant agrees to participate in any Development Master Plan designed for the area in which the property is located in accordance with the provisions of Caldwell Subdivision Ordinance No. 1758, Article 2, Section 11-02-03, including planning for water and sewer connections for the development as well as accessibility of these utilities to adjacent properties.
- 38. All development shall be subject to the laws and requirements of State and City Code and any and all City Ordinances, Policies, Standards, Rules and Regulations in place at the date of submittal of any development application including but not limited to platting applications and building permit applications.
- 39. The conditions of this development agreement are in addition to the regulations provided for in the zoning district and in the ordinances.
- 40. The complete Order of Decision and conditions of approval for the annexation of the Property and preliminary plat Phase 1 approval are hereby made a part of this development agreement. In the event there is a discrepancy or conflict, the strictest condition shall apply unless specifically stated otherwise in this development agreement.
- 41. A temporary easement for master-planned sewer at a width necessary for construction of the same (not less than 30 feet in width) shall be granted and remain in effect until replaced by right-of-way or a permanent easement.
- 42. Dedication of rights-of-way shall be required at the time of development or within 90 days of a request by the City of Caldwell, whichever is sooner. Construction of frontage improvements shall be required at the time of development and shall be built to the most strict of the specifications in effect at the time of development or as stipulated herein.
- 43. Owner hereby voluntarily, knowingly and intentionally waives the rights and privileges set out in Idaho Code 67-6511(d) that might prohibit the City from rezoning the property over Owner's objection within four (4) years after granting the zone designation(s) sought in this current Application Number ANN-153-07.



- 44. Architectural standards shown in attached Exhibit "B" shall be followed for all buildings within all phases of this development.
- 45. All common areas shall be designated as common lots and shall be owned, operated and maintained by a business owners association.
- 46. The preliminary plat approved by City Council at a public hearing held September 17, 2007 was for Phase 1 only for the western portion of the Property (see attached Exhibit C). An additional preliminary plat will need to be submitted, reviewed and approved for Phase 2 prior to any construction drawings or final platting of Phase 2.
- 47. Any note, item or drawing element on any plats, construction drawings, engineering drawings and/or design drawings related to the Property inconsistent with City Codes, Policies, and/or Ordinances shall not be construed as approved unless specifically addressed and granted by City Council as a variance or deviation.

# ARTICLE III AFFIDAVIT OF PROPERTY OWNERS

3.1 An affidavit of the owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A is incorporated herein by reference.

#### ARTICLE IV DEFAULT

- 4.1 In the event the Applicant fails to comply with the commitments set forth herein, within thirty (30) days of written notice of such failure from Caldwell, Caldwell shall have the right, without prejudice to any other rights or remedies, to cure such default or enjoin such violation and otherwise enforce the requirements contained in this Development Agreement.
- 4.2 If required to proceed in a court of law or equity to enforce any provision of this Development Agreement, the prevailing party shall be entitled to recover all direct out-of-pocket costs so incurred to cure or enjoin such default and to enforce the commitments contained in this Development Agreement, including attorneys' fees and court costs as the Court shall determine.



## ARTICLE V UNENFORCEABLE PROVISIONS

5.1 If any term, provision, commitment, or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument shall terminate and the zoning of the property shall revert to the city of Caldwell's original land designations as set forth in the master plan, unless the portion of this instrument determined to be invalid or unenforceable is re-negotiated in good faith between the Applicant (or other appropriate party) and Caldwell as an amendment to the Development processed in accordance with the notice and hearing provisions of Idaho Code Section 67-6509.

### ARTICLE VI ASSIGNMENT AND TRANSFER

- 6.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant.
- 6.2 Each commitment and the restriction on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property, and other residential property near the Property and shall run with the land.
- 6.3 This Development Agreement shall be binding on the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the property sold arising under this Agreement, and such obligations shall be automatically adopted by the buyer of the same.
- 6.4 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect to the Property or portion thereof.

### ARTICLE VII GENERAL MATTERS

- 7.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of the Idaho Code Section 67-6509.
- 7.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine, or neutral gender and the

Legacy Falls Development Agreement Original

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singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

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

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

Caldwell:

Planning and Zoning Department

P.O. Box 1177

Caldwell, Idahu 83606

Owners/Applicants: Legacy Falls, LLC P.O. Box 1604

Idaho Falls, ID 83403

BV Legacy Falls, LLC

P.O. Box 1604

Idaho Falls, ID 83404

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

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

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

DATED this 25 day of 50 stember 2007.



### CALDWELL:

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

By: Slacker Mayor
Pres. City Coemil

ATTEST:

DATED this 15 day of October 2007

STATE OF IDAHO

: 65.

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County of Canyon

On this 15 day of October, 2007, before the undersigned notary public in and for the said state, personally appeared Garret L. Nancolas, known or identified to me to be the Mayor of the City of Caldwell and the person who executed the foregoing instrument on behalf of said City and Acknowledged to me that said City executed the same.

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

Notary Public for Idaho

Residing at: Caldudal My Commission Expires: 12/9018

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Legacy Falls Development Agreement
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OWNERS/APPLICANTS: Legacy Falls STATE OF IDAHO County of Canyon : 55. \_, 2007, before the undersigned notary public in and for the said state, personally appeared Matt Morgan known or identified to me to be the property owner/applicant referenced herein acting on behalf of Legacy Falls LLC. IN WITNESS WHEREOF, I have hereunto set my hand and seaf the day and year fust above written. WELL OF IDAY Notary Public for Idaho Residing at: Idaho My Commission Expires:

Legacy Palls Development Agreement Original

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### **OWNERS/APPLICANTS:**

	OWINDIAN I MOMINIO.
	BV Legacy Fulls LLC
By:_	
STATE OF IDAHO )	
County of Genyon )	
On this 25 <sup>th</sup> day of 5ep public in and for the said state, per known or identified to me to be the behalf of BV Legacy Falls LLC.	fember 2007, before the undersigned notary sonally appeared Muff Morgan property owner/applicant referenced herein acting on
in witness whereof,	I have hereunto set my hand and seal the day and year
first above written.	Ryn W. Cha
MINIMA W. GREON	Notary Public for Idaho
The state of the s	Residing at: Idaho Falls
~ ^VATOL \ > \ \	My Commission Evnings D-/- 1/10

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