



CITY OF MIDDLETON

P O Box 487
1103 W MAIN ST, MIDDLETON, ID 83644
208-585-3133, FAX: 208-585-9601
WWW.MIDDLETON.ID.GOV

Planning and Zoning Department

Land Use Application

Rev: 4/24/2019

Fee Paid: \$ _____

Application Accepted by: _____

Date Application Accepted: _____

Applicant:

M3 Companies 208.939.6263 mtate@m3companiesllc.com
Name Phone Email
1087 W. River Street Ste 310 Boise, ID 83702
Mailing Address City, State Zip

Representative:

JUB Engineers / Wendy Shrief 208.376.7330 wshrief@jub.com
Name Phone Email
2760 W. Excursion Ln. Ste 400 Meridian, ID 83642
Mailing Address City, State Zip Code

PUBLIC HEARINGS**

- Annexation and Zoning
Rezone
Vacate Right-of-Way
Comprehensive Plan Map or Text Amendment

PUBLIC MEETINGS*

- Design Review
Preliminary Plat
Construction Plans ***
Final Plat

PUBLIC HEARINGS**

- Development Agreement
Ordinance Amendment
Special Use Permit
Variance

* Public Meetings: Individuals have a right to observe, not comment, at an open meeting at which the application is being considered by decision makers. Plats designed to city code and standards do not require a neighborhood meeting or public hearing.

** Public Hearings: a neighborhood meeting is required before filing an application, and individuals have a right to participate in the hearing by offering comments. Plats not designed to city code and standards require a neighborhood meeting and public hearing.

*** Administratively: reviewed and approved by the City Engineer and Zoning Official.

Subdivision or Project Name: The Quarry Subdivision

Site Address: Middleton Road Total Acres: 236.55 (Prelim. Plat)

Crossroads: SW Corner of Middleton Road and Lincoln Road

Existing Zoning: Ag. (County) Proposed Zoning: MU

Floodplain Zone: X Hillside (grades exceeding 10%): N/A

Wendy Shrief 2/4/2021
Applicant's Printed Name Date Applicant's Signature



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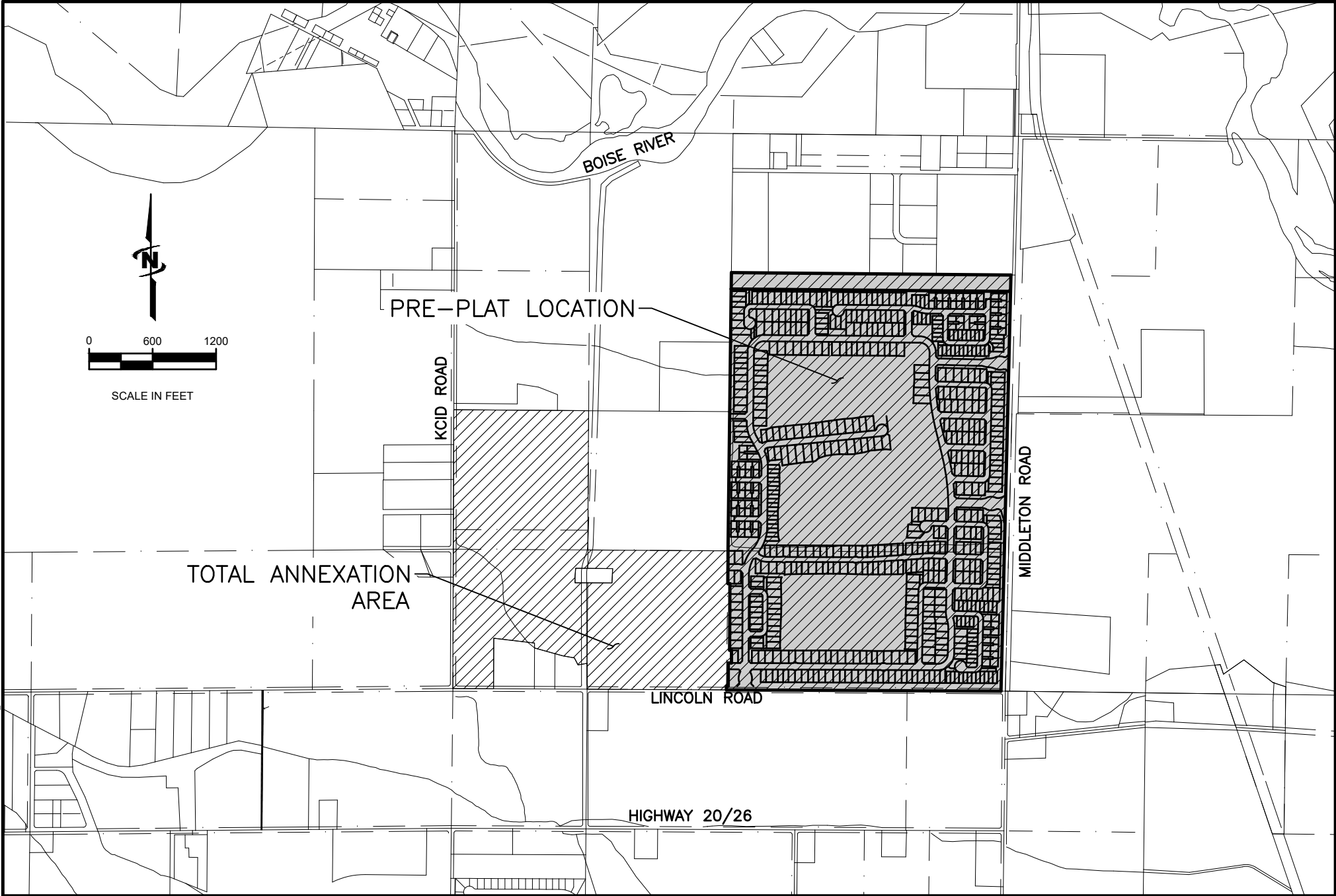
Checklist - A complete Planning and Zoning Application must include the following.

- Application Form**
- Application Fee** (see Fee Schedule). Note: City Engineer and City Attorney expenses incurred by the city throughout the approval process that are related to relating to this Application are billed to the applicant in addition to the Application Fee. _____ Applicant Initial
- Vicinity Map:** attach an 8 1/2" x 11" map showing the subject property in relation to land around it that includes the nearest public roads.
- Narrative:** describe and explain your request, anticipated adverse impacts on neighbors, and other information helpful to decision-makers. Please attach the following if applicable.

Applicable Not Applicable

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Describe how request is consistent with comprehensive plan (for annexation, zoning, comprehensive plan or ordinance amendments only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Design review materials and information (design review application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed preliminary plat, drainage calculations, traffic impact study |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed construction drawings (construction plans application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed final plat (for final plat application only) |
| <input type="checkbox"/> | <input type="checkbox"/> | Proposed development agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Worksheet (for special use permit or variance only) |

- Proof of Ownership or Owner's Consent:** attach a copy of landowner's deed and, if applicable, a letter from the landowner that authorizes the applicant to file an application.
- Property Boundary Description** including reference to adjoining road and waterway names that is signed and stamped by a land surveyor registered in the State of Idaho. If more than one zoning designation is being requested, separate legal descriptions are required for each zoning designation.
- Neighborhood Meeting:** If applicable, attach original sign-up sheet.
- Mailing Labels:** Adhesive mailing labels containing the names and addresses of property owners within 300 feet of the external boundaries of the subject property (available at Canyon County Assessor's office or title companies). Two(2) sets if application requires a public hearing.
- Complete Application (City use only: check box and initial if Application is complete):** _____



TOTAL ANNEXATION
AREA

PRE-PLAT LOCATION

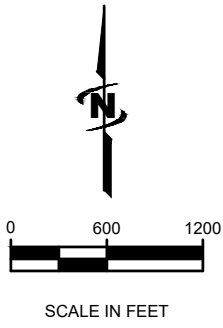
BOISE RIVER

KCID ROAD

LINCOLN ROAD

HIGHWAY 20/26

MIDDLETON ROAD



THE QUARRY SUBDIVISION
MIDDLETON, IDAHO
VICINITY MAP



J-U-B ENGINEERS, INC.

LAST UPDATE: 11/4/2020
PROJECT DATE: 11/4/2020
FILE: WOOD VICINITY

Plot Date: 11/4/2020 12:43 PM Plotted By: Everett Earnest
Date Created: 11/4/2020 10:57 AM Client: WOOD VICINITY PROJECTS 10-20-057 WOOD PROPERTY DESIGN PRE-PLAT CAD EXHIBITS WOOD VICINITY.DWG

Sheet List Table

SHEET NUMBER	SHEET INDEX
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PP-02	EXISTING AND PROPOSED CONDITIONS
PP-03	EXISTING AND PROPOSED CONDITIONS
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PP-11	UTILITY PLAN
PP-12	STREET SECTIONS
PP-13	PARKS AND OPEN SPACE PLAN

PRELIMINARY PLAT FOR QUARRY EAST SUBDIVISION

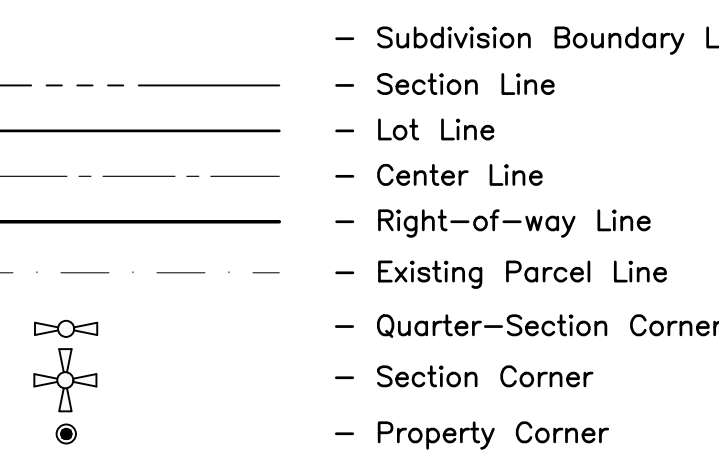
LOCATED IN THE SOUTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 NORTH, RANGE 2 WEST, BOISE MERIDIAN, MIDDLETON, IDHAO

BENCHMARK

Point	Nothing	Easting	Elevation	Description
100	734135.247	2396560.355	2407.908	#5 REBAR W/ PLASTIC CAP MARKED "LS 5710"
101	736760.121	2396622.764	2402.64	3.5" ALUMINUM CAP MARKED "LS 5710"
102	739383.983	2396685.184	2401.781	3.5" ALUMINUM CAP MARKED "LS 5710"
103	739410.616	2393986.017	2393.294	#5 REBAR W/ PLASTIC CAP MARKED "LS 5627"
107	739436.714	2391355.036	2386.512	2.5" ALUMINUM CAP MARKED "TM"
108	734160.12	2391336.623	2398.125	#4 REBAR W/ PLASTIC CAP MARKED "LS 707"
109	736798.32	2391345.693	2390.881	#5 REBAR W/ PLASTIC CAP MARKED "LS 4477"

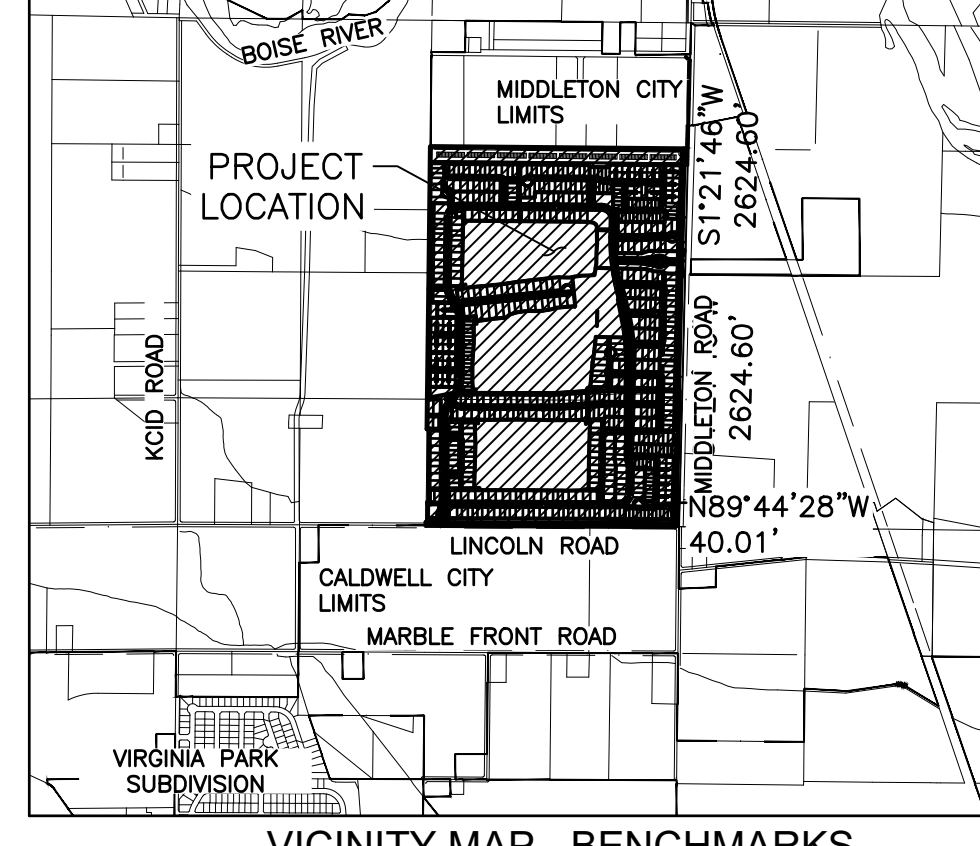
COORDINATE SYSTEM:
 Modified Idaho State Plane West Zone
 Transverse Mercator Projection
 Origin Latitude: N41°40'
 Origin Longitude: W115°45'
 False Northing: 0
 False Easting: 2624968.241ft
 Scale Factor: 1.0000482257
 Geoid 09

BOUNDARY LEGEND



NOTES:

- CONTOUR AND SPOT ELEVATION DATA IS REFERENCED TO NAVD '88 DATUM.
- ALL STREETS PROPOSED IN THIS DEVELOPMENT ARE PRIVATE STREETS AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF MIDDLETON STANDARDS FOR PUBLIC STREETS WITH A MINIMUM GRADIENT OF 0.40%.
- ALL LOTS ARE RESIDENTIAL BUILDING LOTS EXCEPT LOTS 2, 10, 13, 22, 41, 48, 55, 61, 62, BLOCK 1, LOTS 2, 26, 47, 77, 82, 88, 97, BLOCK 2, LOTS 10, 15, 26, 43, 45, 46, 51, 56, 85, 81, 112, 118, 119, 143, 151, BLOCK 3, LOTS 2, 6, 15, 22, 41, 54, BLOCK 4, LOTS 1, 12, 51, 52, 69, 87, BLOCK 5, LOTS 10, 19, 44, 46, 85, 71, 73, 85, BLOCK 6, LOTS 2, 26, 38, 42, BLOCK 7, LOTS 2, 21, 48, 57, 67, BLOCK 8, WHICH ARE COMMON AREA DRAINAGE STORAGE LOTS. LOT 30, BLOCK 1, LOTS 13, 27, 34, 39, 44, 50, 56, 60, 65, 85, 100, BLOCK 2, LOTS 9, 20, 34, 72, 80, 115, BLOCK 3, LOTS 3, 25, 38, BLOCK 4, LOTS 4, 9, 15, 20, 25, 30, 35, 40, 45, BLOCK 5, LOTS 45, 72, 84, BLOCK 6, LOT 41, BLOCK 7, LOTS 18, 24, 29, 32, 47, BLOCK 8 ARE SHARED DRIVEWAY LOTS. LOT 69, LOT 1, BLOCKS 1 THRU 4, LOT 106, BLOCK 5 LOT 31, BLOCK 6 LOT 1 BLOCK 7, LOT 1, BLOCK 8 ARE PRIVATE ROAD LOTS. LOTS 24, 69, BLOCK 1 BLOCK 2 ARE A EMERGENCY ACCESS LOTS.
- STORMWATER RUN-OFF GENERATED ON THIS SITE SHALL HAVE A QUALITY CONTROL TREATMENT PRIOR TO BEING CONVEYED TO ONSITE STORAGE FACILITIES.
- PUBLIC UTILITIES SHALL INCLUDE WATER, SEWER, ELECTRIC POWER, NATURAL GAS, TELEPHONE, CABLE TELEVISION, AND FIBER. FIBER SHALL BE EITHER INSTALLED OR CONDUIT SHALL BE PROVIDED FOR FUTURE INSTALLATION.
- THIS SUBDIVISION WILL RECEIVE PRESSURIZED IRRIGATION FROM THE CONSTRUCTED PRESSURE IRRIGATION SYSTEM AND SHALL BE MAINTAINED AND OPERATED BY THE HOME OWNERS ASSOCIATION.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES, "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
- DOMESTIC AND FIRE PROTECTION WATER SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- SANITARY SEWER COLLECTION SHALL BE PROVIDED BY THE CITY OF MIDDLETON.
- IRRIGATION DITCHES THROUGH THE PROJECT SHALL BE PIPED WHERE THEY CROSS ROADWAYS WITH ALL STRUCTURES LOCATED BEYOND ANY PUBLIC RIGHT-OF-WAY. ALL IRRIGATION AND DRAINAGE FACILITIES SHALL BE LOCATED OUTSIDE OF THE RIGHT-OF-WAY.
- LANDSCAPED COMMON LOTS ARE LOCATED THROUGHOUT THE PROJECT AND ARE IDENTIFIED ON THE PLAN. THESE LOTS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS SHALL BE IN ACCORDANCE WITH CITY OF MIDDLETON, R3 ZONING STANDARDS.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN AFFECT AT THE TIME OF THE RE-SUBDIVISION.
- THE OWNER SHALL COMPLY WITH IDAHO CODE, SECTION 31-3805, WHICH STATES, "FOR PROPOSED SUBDIVISIONS WITHIN THE INCORPORATED LIMITS OF A CITY, THE IRRIGATION SYSTEM MUST BE APPROVED BY THE CITY ZONING AUTHORITY OR THE CITY COUNCIL, AS PROVIDED BY CITY ORDINANCE, WITH THE ADVICE OF THE IRRIGATION ENTITY CHARGED WITH THE DELIVERY OF WATER TO SAID LANDS."
- THIS PROPERTY IS IN ZONE X OF THE FLOOD INSURANCE RATE MAP NO. 16027C0261 G, COMMUNITY PANEL NO. 0261 G WHICH BEAR AN EFFECTIVE DATE OF JUNE 18, 2020 AND IS LOCATED IN ZONE X WITH PORTIONS IN 0.2% ANNUAL CHANCE FLOOD HAZARD AND THE REMINDER AREA MINIMAL FLOOD HAZARD.
- THIS PRELIMINARY PLAT MEETS THE REQUIREMENTS OF CITY OF MIDDLETON CODE WITH NO EXCEPTIONS NOTED PER THE BEST OF THE PREPARERS KNOWLEDGE.
- UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION. FINAL DESIGN MAY VARY SLIGHTLY TO ACCOMMODATE FACTORS NOT KNOWN AT THE TIME THIS PRELIMINARY PLAT WAS PREPARED. FINAL DESIGN SHALL MEET ALL CITY OF MIDDLETON REQUIREMENTS.
- UTILITY EASEMENTS SHALL BE DEDICATED ALONG ALL FRONT LOT LINES FOR A DISTANCE OF TEN FEET (10'), ALL REAR LOT LINES TEN FEET (10'), AND ALL SIDE LOT LINES FIVE FEET (5'). COMMON LOTS SHALL HAVE A BLANKET EASEMENT COVERING THE ENTIRE LOT FOR DRAINAGE AND UTILITIES. ANY EXISTING EASEMENTS ARE SHOWN ON THE PLAT.



VICINITY MAP - BENCHMARKS
SCALE: 1"=2000'

LAND USE SUMMARY

TOTAL AREA:	236.60 AC.
COMMERCIAL AREA:	9.40 AC.
RESIDENTIAL AREA:	227.20 AC.
TOTAL LOTS:	756 LOTS
RESIDENTIAL LOTS:	640 LOTS
COMMON AREA LOTS:	68 LOTS
SHARED DRIVEWAY LOTS:	39 LOTS
COMMERCIAL LOT:	1 LOT
PRIVATE ROAD LOTS:	8 LOTS
RESIDENTIAL DENSITY:	2.82 DU/AC
LAKE AREA:	62.62 AC. (26.5%)
COMMON AREA:	19.24 AC. (8.1%)
EXISTING ZONE:	A, M1, C1

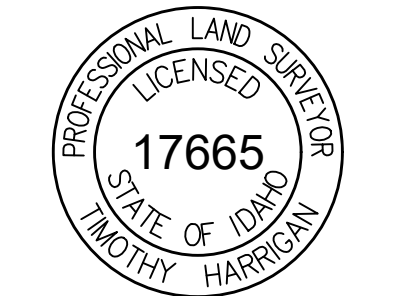
CIVIL ENGINEER

SCOTT WONDERS, P.E.
 J-U-B ENGINEERS
 2760 W. EXCURSION LN.
 STE. 400
 MERIDIAN, ID 83642
 208-376-7330

LAND SURVEYOR

TIMOTHY HARRIGAN, PLS
 J-U-B ENGINEERS
 2760 W. EXCURSION LN.
 STE. 400
 MERIDIAN, ID 83642
 208-376-7330

BOUNDARY CERTIFICATION



LINE TABLE

NO.	BEARING	DIST.
L1	N00°40'41"E	36.00'
L2	S89°44'28"E	16.72'
L3	N00°15'32"E	209.00'
L4	N89°44'28"W	11.50'
L5	S89°19'19"E	21.13'
L6	N00°40'41"E	310.00'

PHASE #	BUILDABLE	COMMON	SHARED DWAY	COMMERCIAL
PHASE 1	51 LOTS	9 LOTS	1 LOT	
PHASE 2	83 LOTS	7 LOTS	11 LOTS	
PHASE 3	45 LOTS	8 LOTS	3 LOTS	
PHASE 4	92 LOTS	14 LOTS	2 LOTS	
PHASE 5	44 LOTS	6 LOTS	3 LOT	
PHASE 6	89 LOTS	6 LOTS	9 LOTS	
PHASE 7	108 LOTS	8 LOTS	3 LOTS	
PHASE 8	64 LOTS	5 LOTS	1 LOT	
PHASE 9	64 LOTS	5 LOTS	6 LOTS	
PHASE 10	64 LOTS	5 LOTS	6 LOTS	
TOTAL	640 LOTS	68 LOTS	39 LOTS	1 LOT
PRIVATE ROAD	8 LOTS			
TOTAL LOT	756 LOTS			

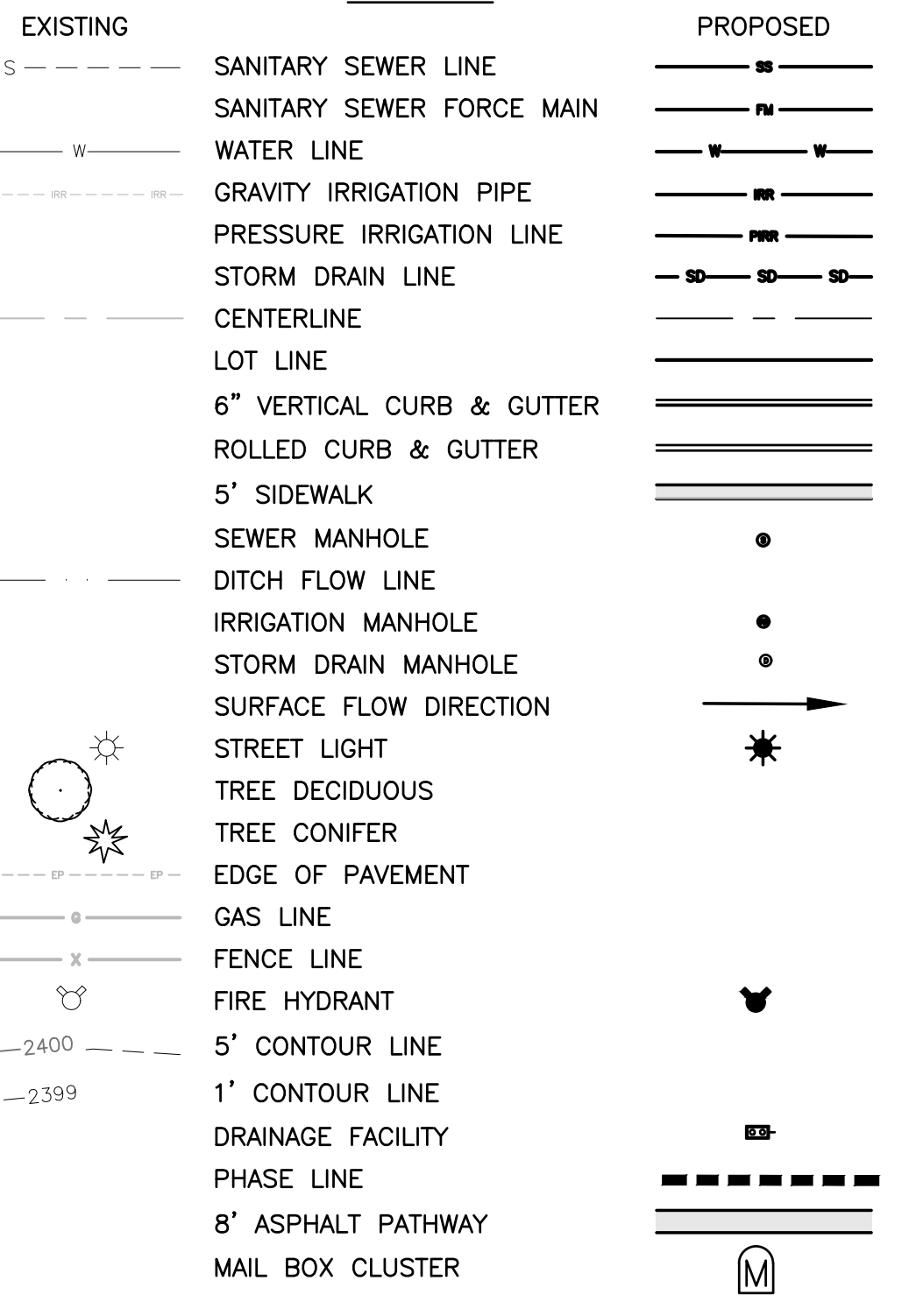
OWNER

WOODLAND PROPERTIES, LP
 44 W. KARCHER ROAD
 NAMPA, IDAHO 83687

DEVELOPER

M3 COMPANIES
 1087 W. RIVER STREET
 SUITE #310
 BOISE, ID 83702
 MARK TATE 208-939-6263

LEGEND



JUB
 J-U-B ENGINEERS, INC.
 2760 W. EXCURSION LN.
 Suite 400
 MERIDIAN, ID 83642
 Phone: 208.976.7330
 www.jub.com

PROFESSIONAL ENGINEER
 REGISTERED
 10683
 STATE OF IDAHO
 W. SCOTT WONDERS

REUSE OF DRAWINGS

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NO.	REVISION	DESCRIPTION	BY	DATE

QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO

BOUNDARY AND PROJECT INFORMATION

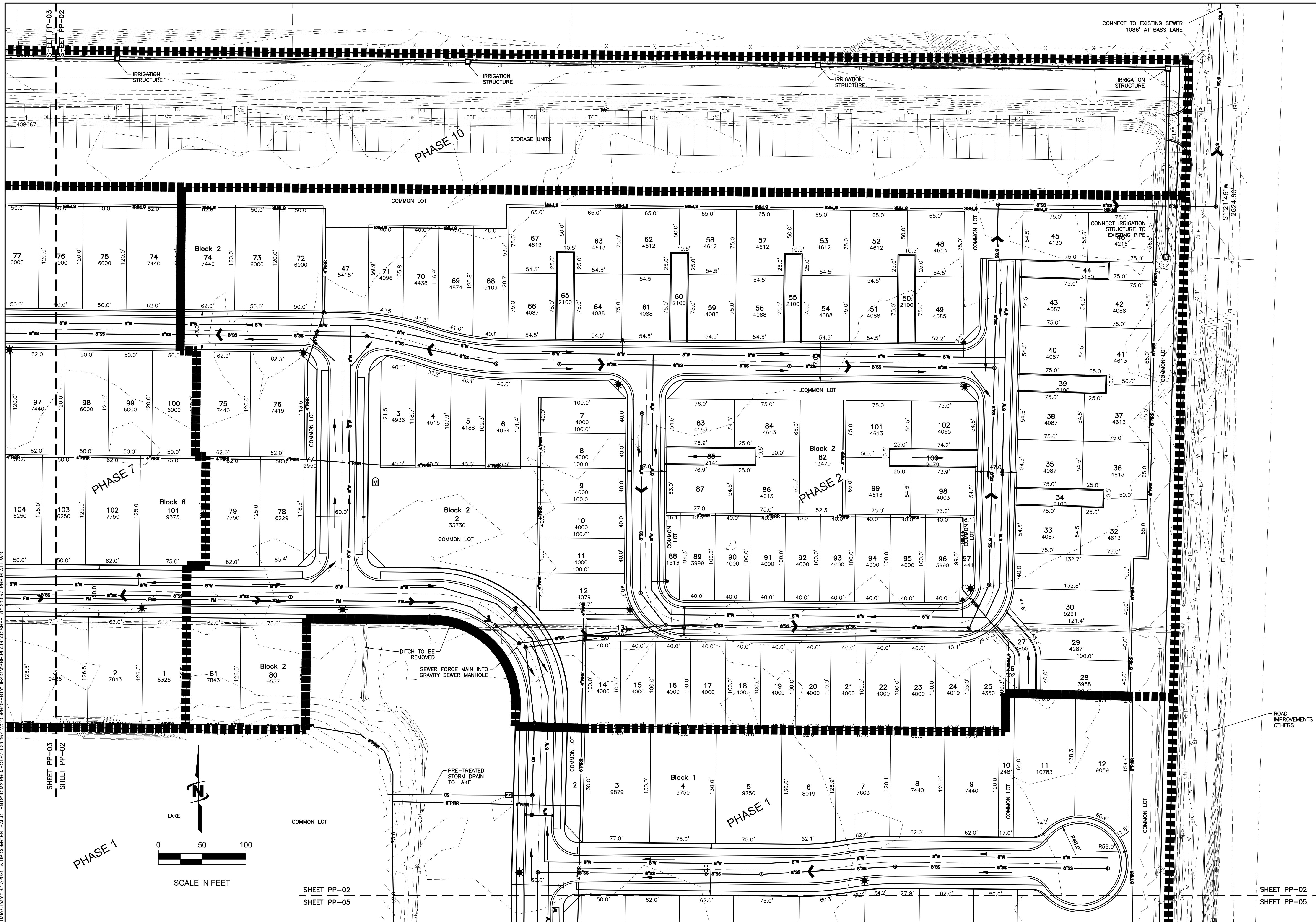
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 DESIGN BY: ---
 CHECKED BY: ---

ONE INCH
 AT FULL SIZE, IF NOT ONE INCH, SCALE ACCORDINGLY
 LAST UPDATED: 8/17/2021

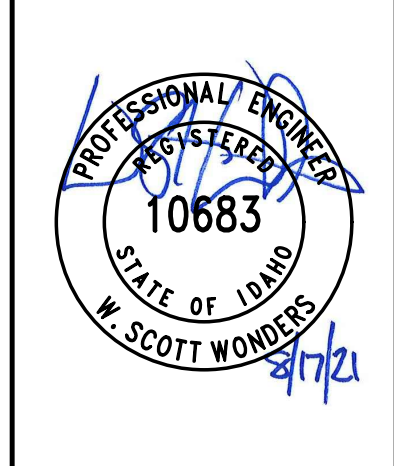
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**QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO**

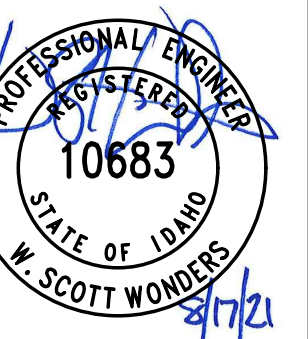
EXISTING AND PROPOSED CONDITIONS

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 CHECKED BY: ...
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 SHEET NUMBER:
PP-02



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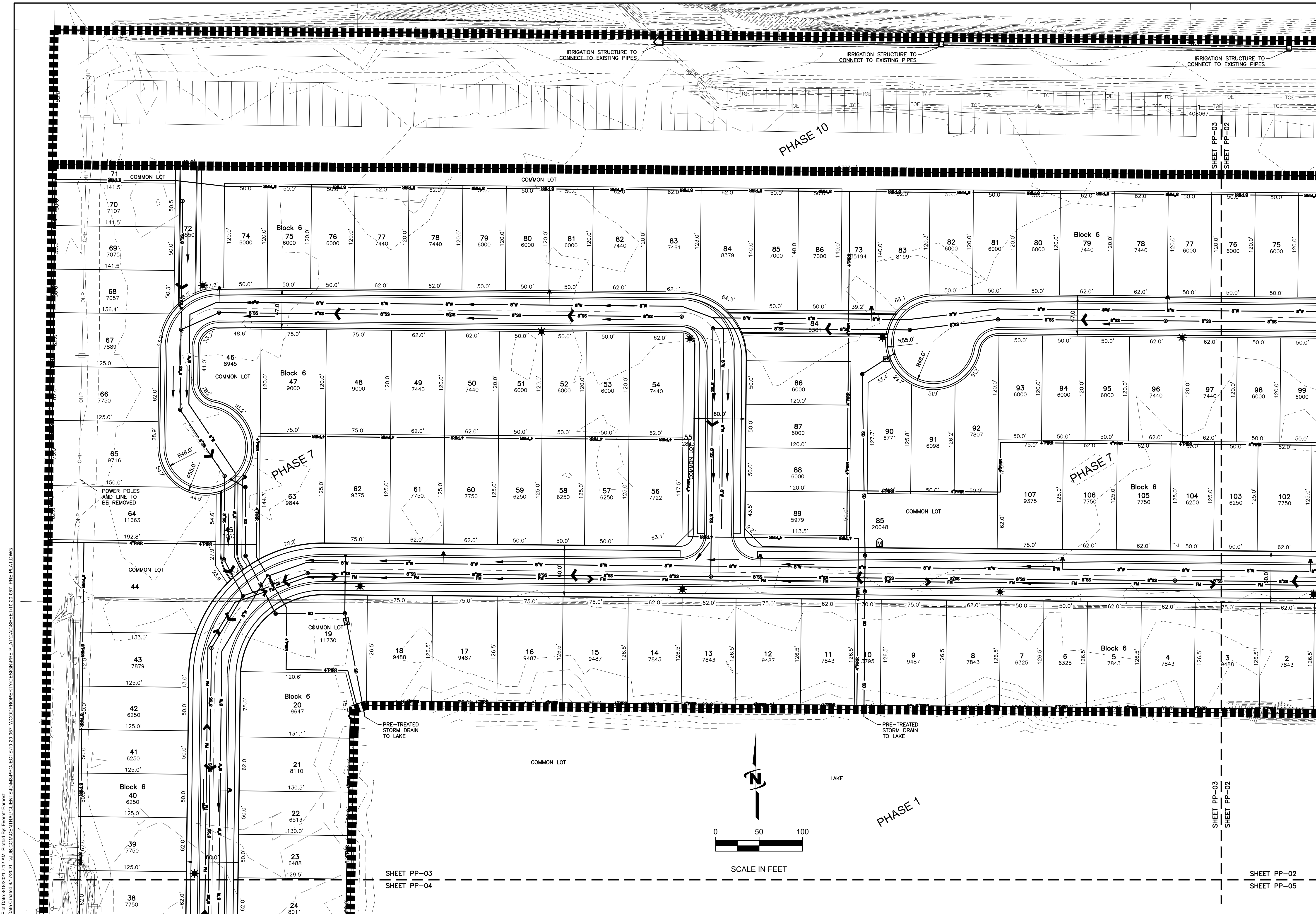
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QUARRY EAST SUBDIVISION
MIDDLETON, IDHAO

EXISTING AND PROPOSED CONDITIONS

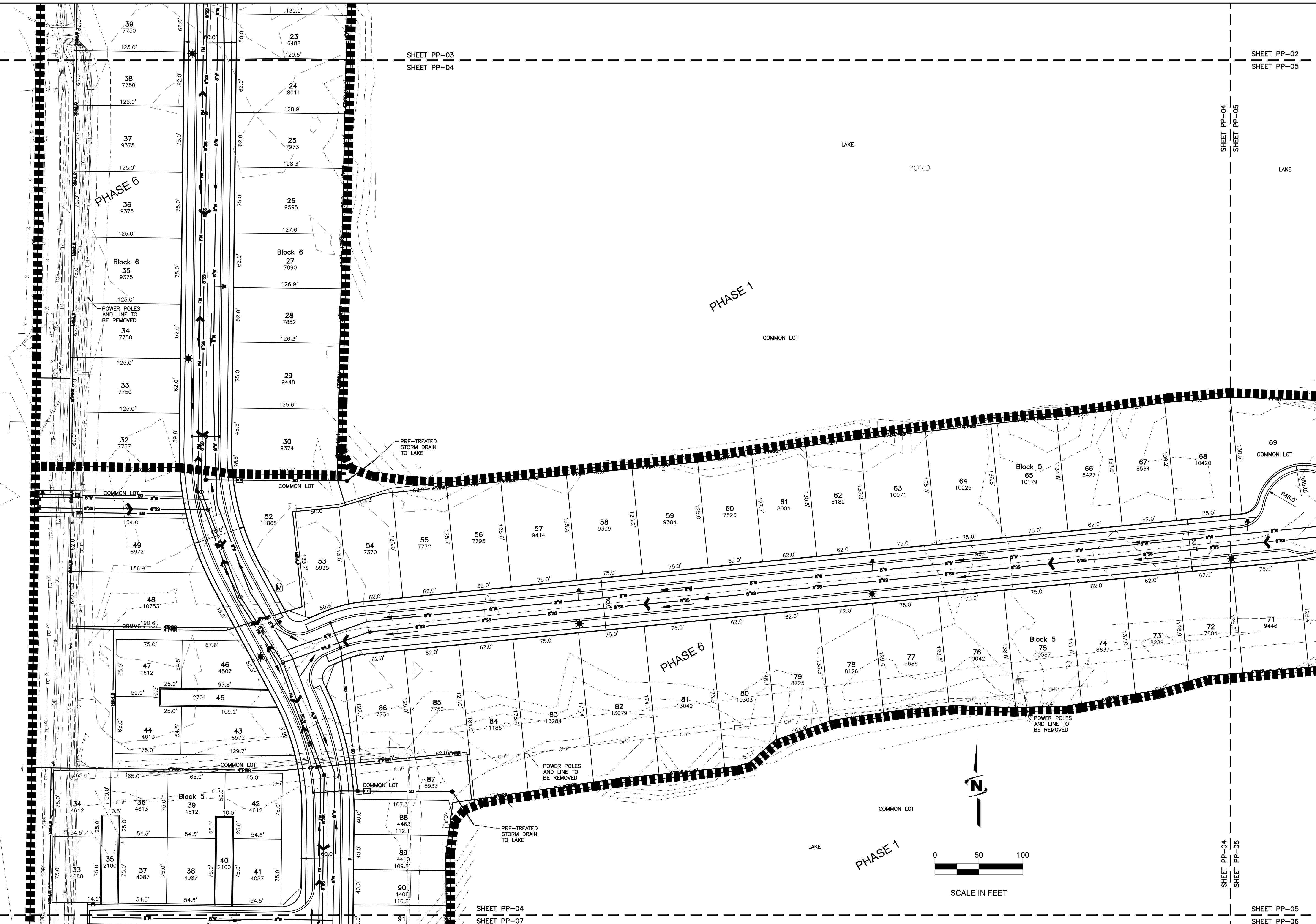
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SHEET NUMBER: PP-03

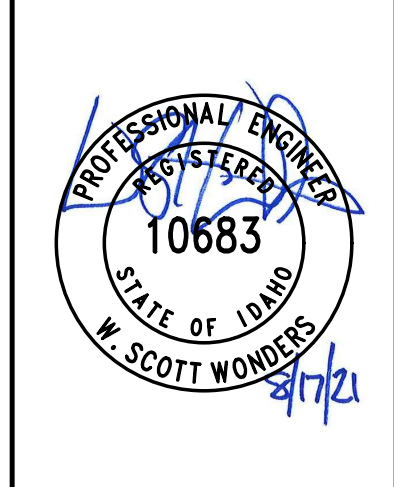


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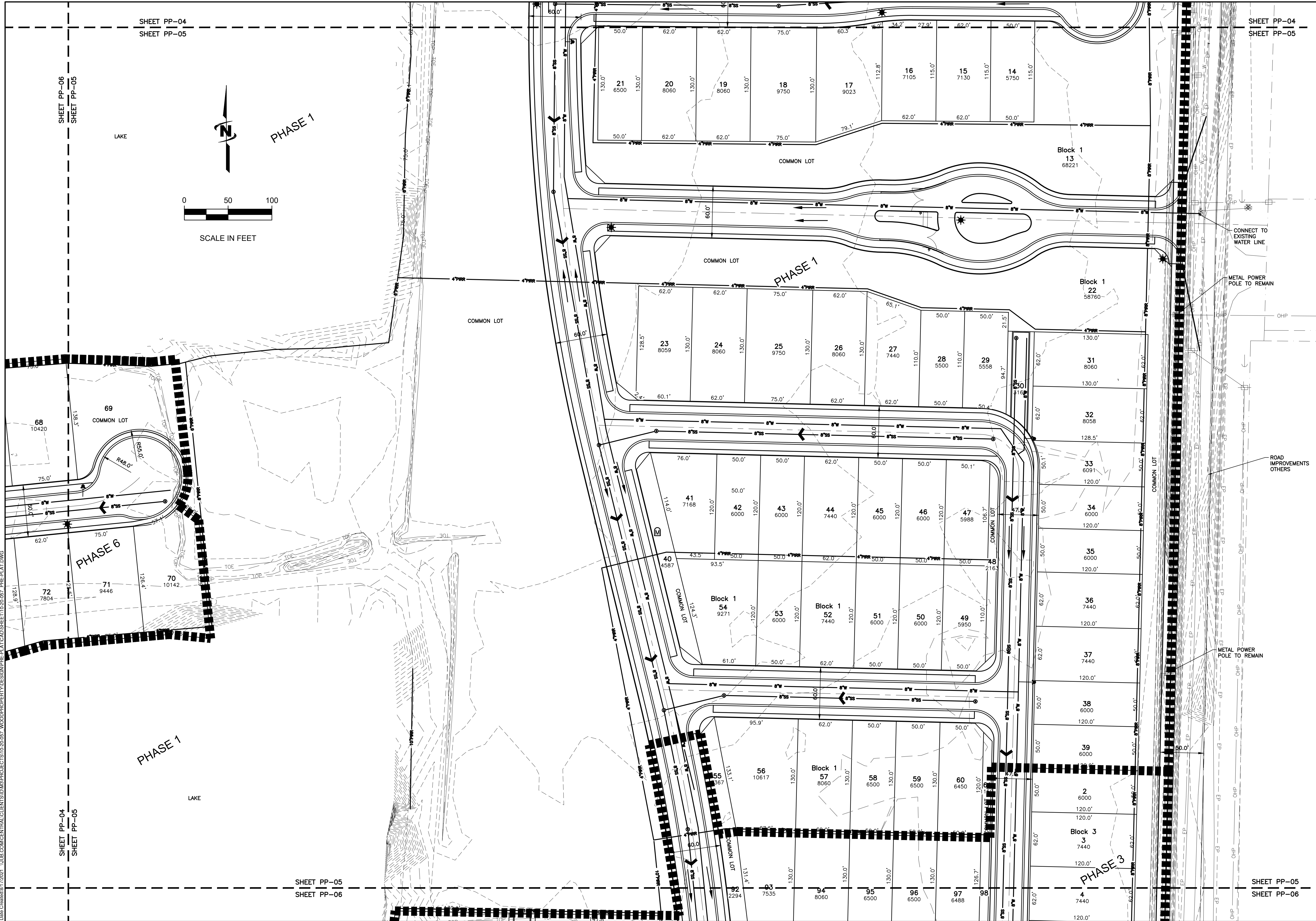
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MIDDLELETON, IDHAO
EXISTING AND PROPOSED CONDITIONS

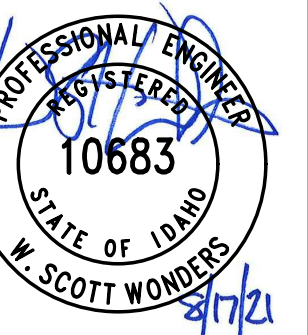
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DESIGN BY: ---
CHECKED BY: ---
SCALE: 1" = 50'
AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY
LAST UPDATED: 8/17/2021
SHEET NUMBER:
PP-04

Plot Date: 11/20/21 7:24 AM Plotted By: Everett Earmest
 Date Created: 11/20/21 J:\B\C\CENTRAL\Clients\IDMP\PROJECTS\10-20-057 WOODPROPERTY\DESIGN\PRE-PLAT\CAD\SHEET\10-20-057 PRE-PLAT.DWG



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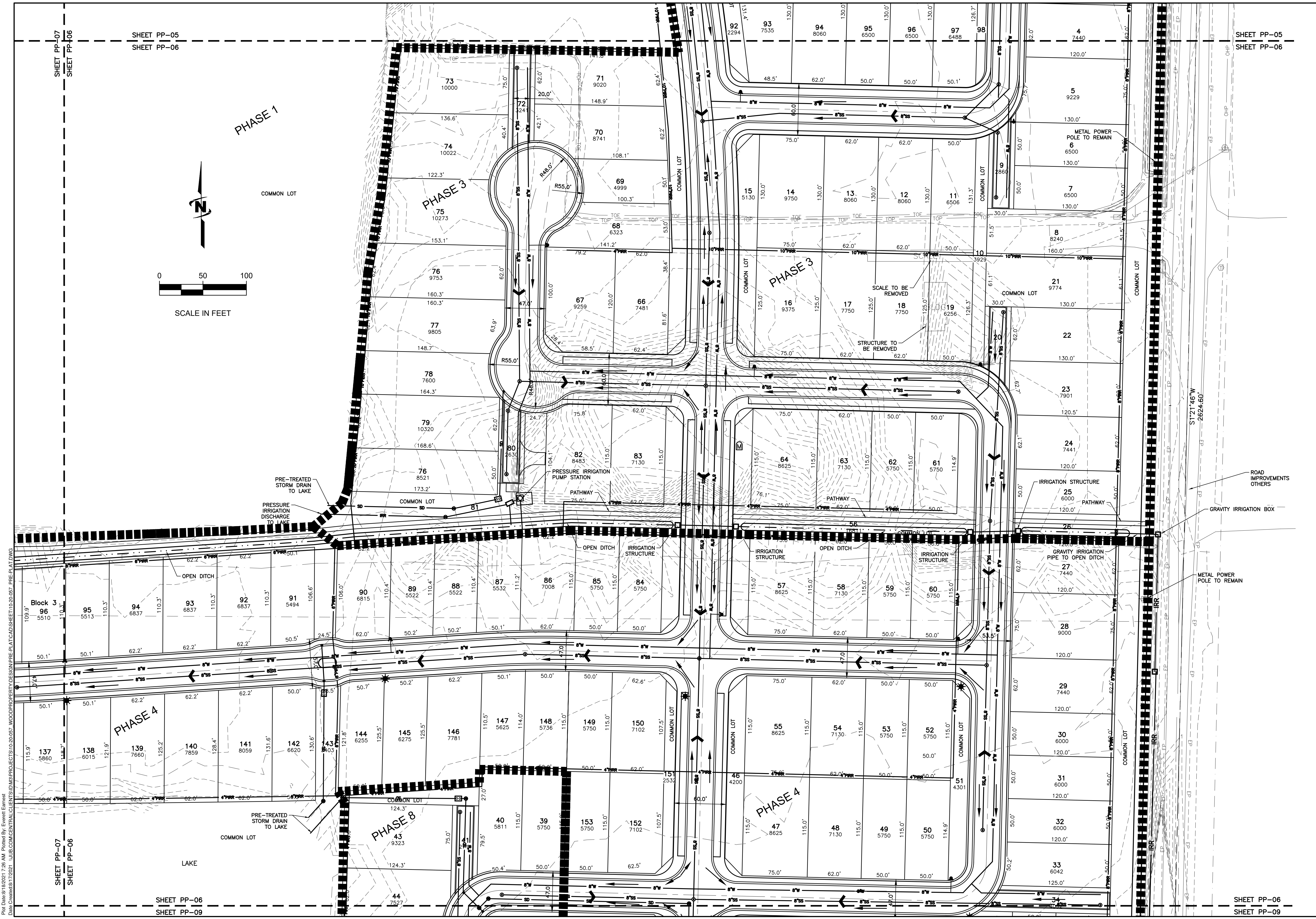
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QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO
 EXISTING AND PROPOSED CONDITIONS

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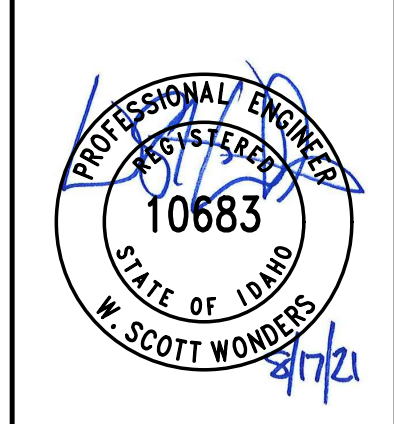
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SHEET NUMBER:
PP-05



Plot Date: 11/20/21 7:26 AM Plotted By: Everett Earmest
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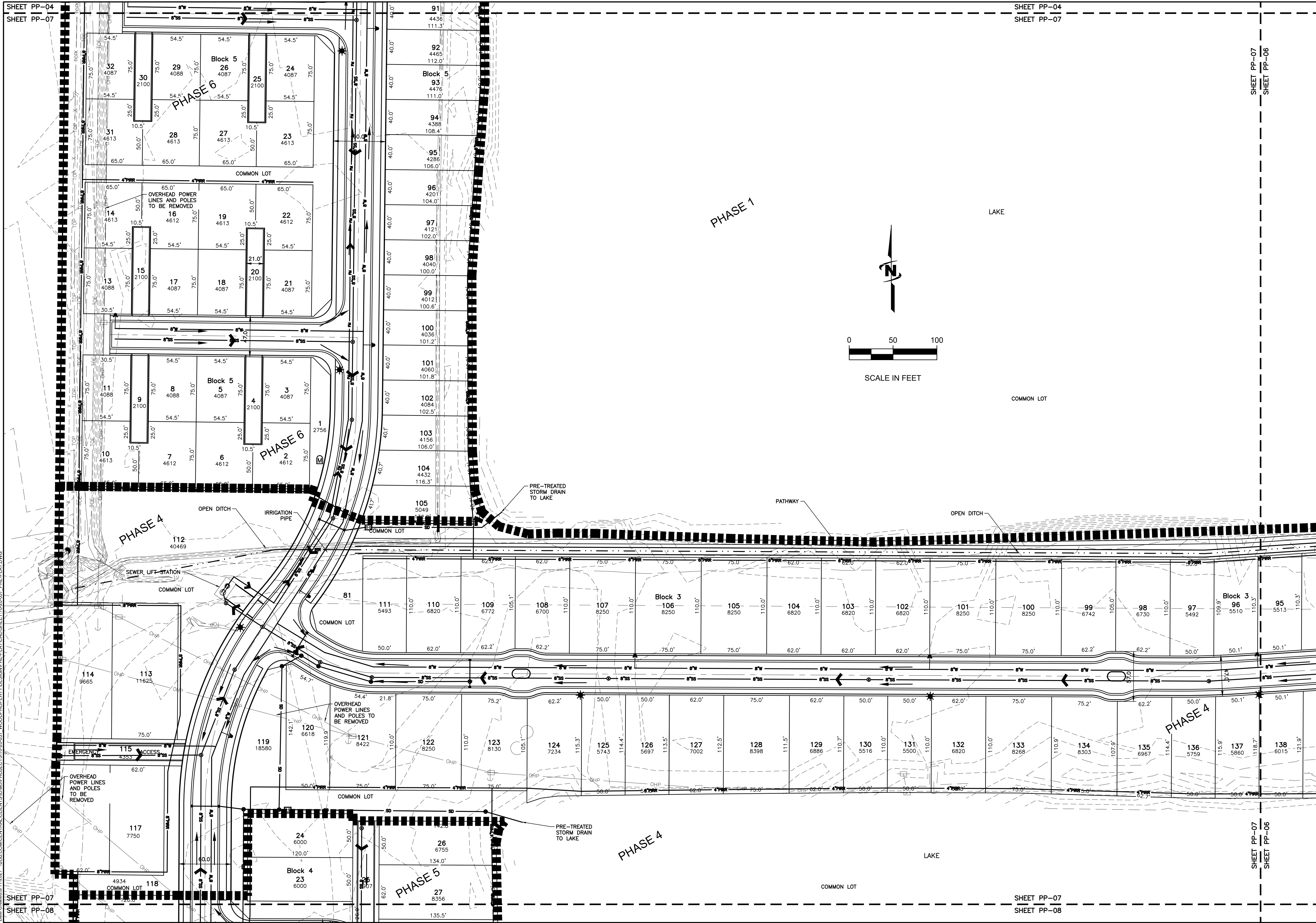
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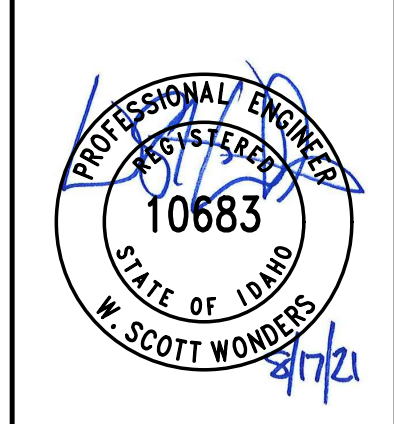
QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO
 EXISTING AND PROPOSED CONDITIONS

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Plot Date: 11/20/21 7:28 AM Plotted By: Everett Earmest
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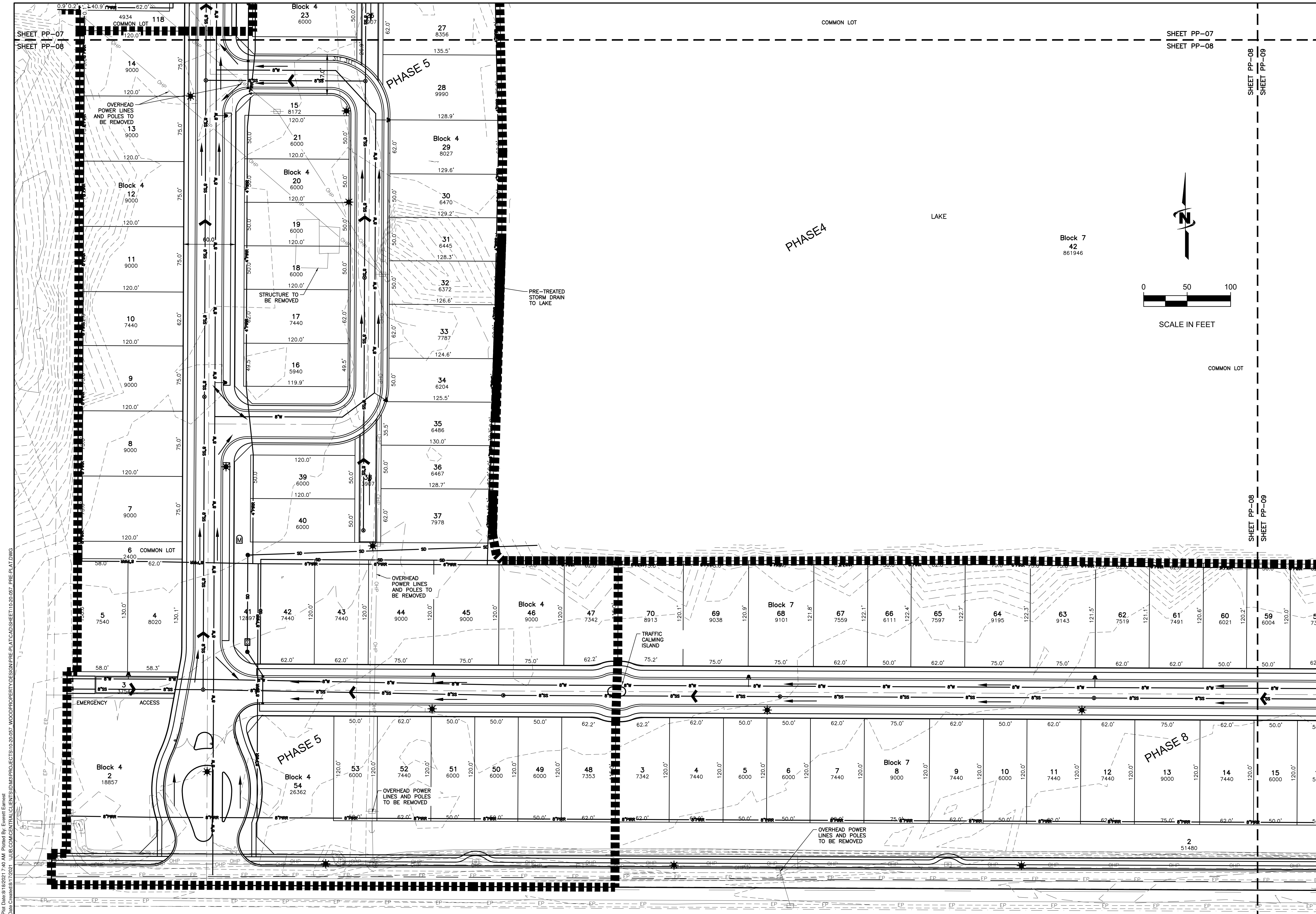


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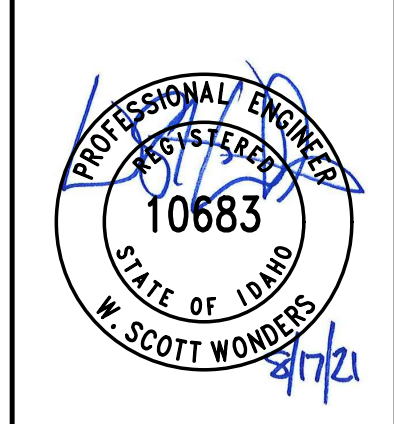
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MIDDLELETON, IDHAO
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PP-07



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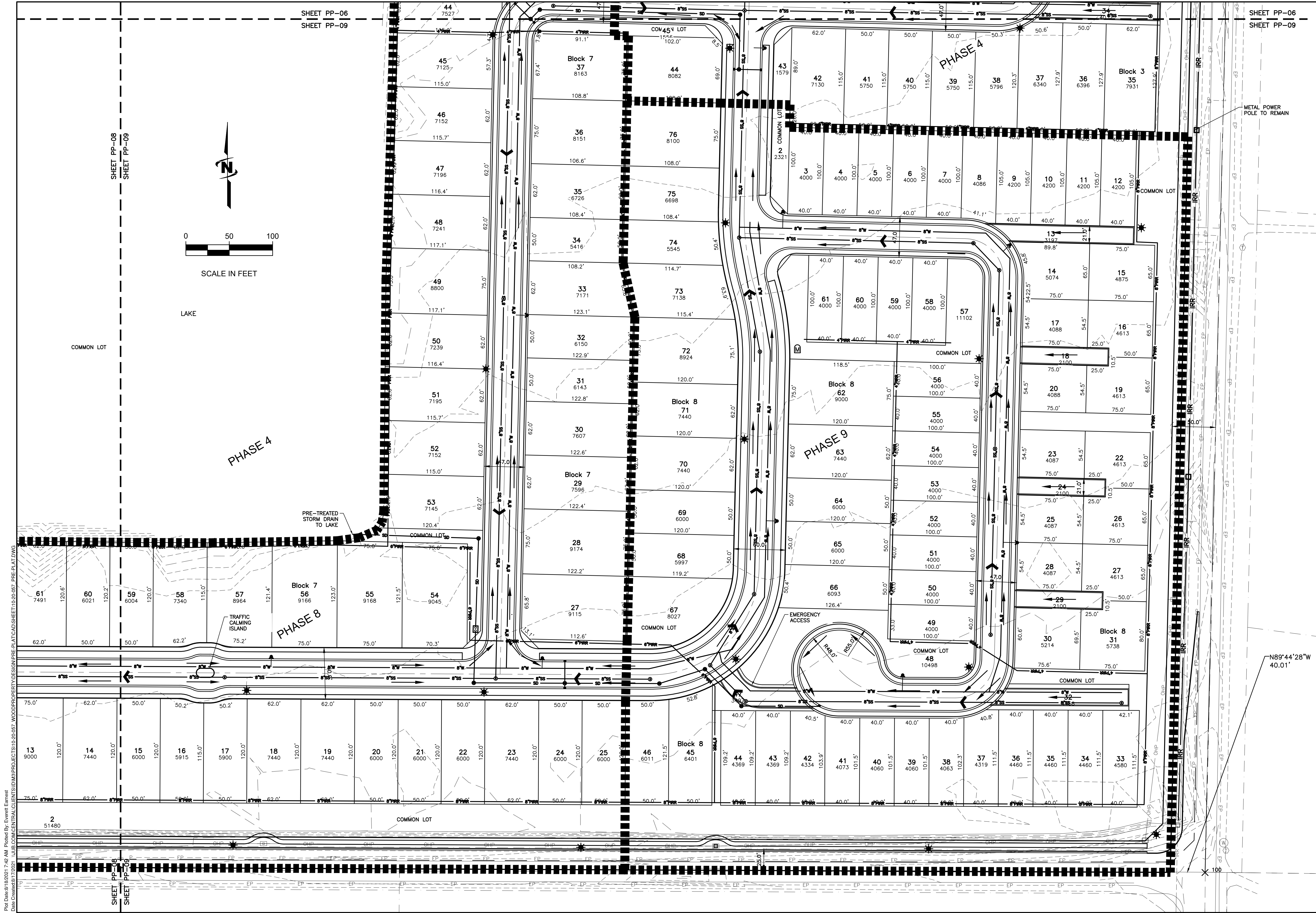


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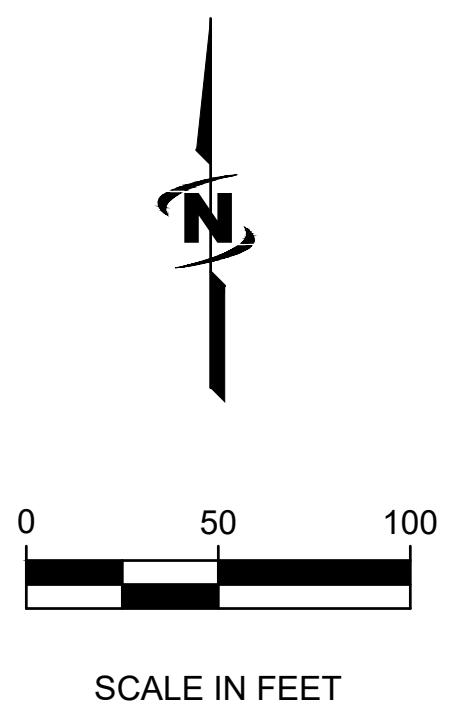
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PHASE 4

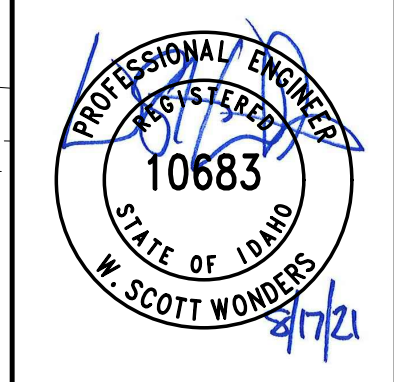
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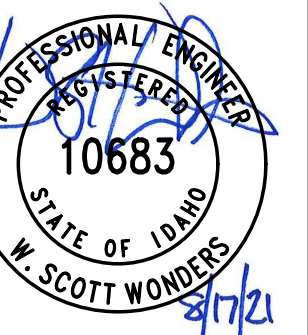
**QUARRY EAST SUBDIVISION
MIDDLETON, IDHAO**

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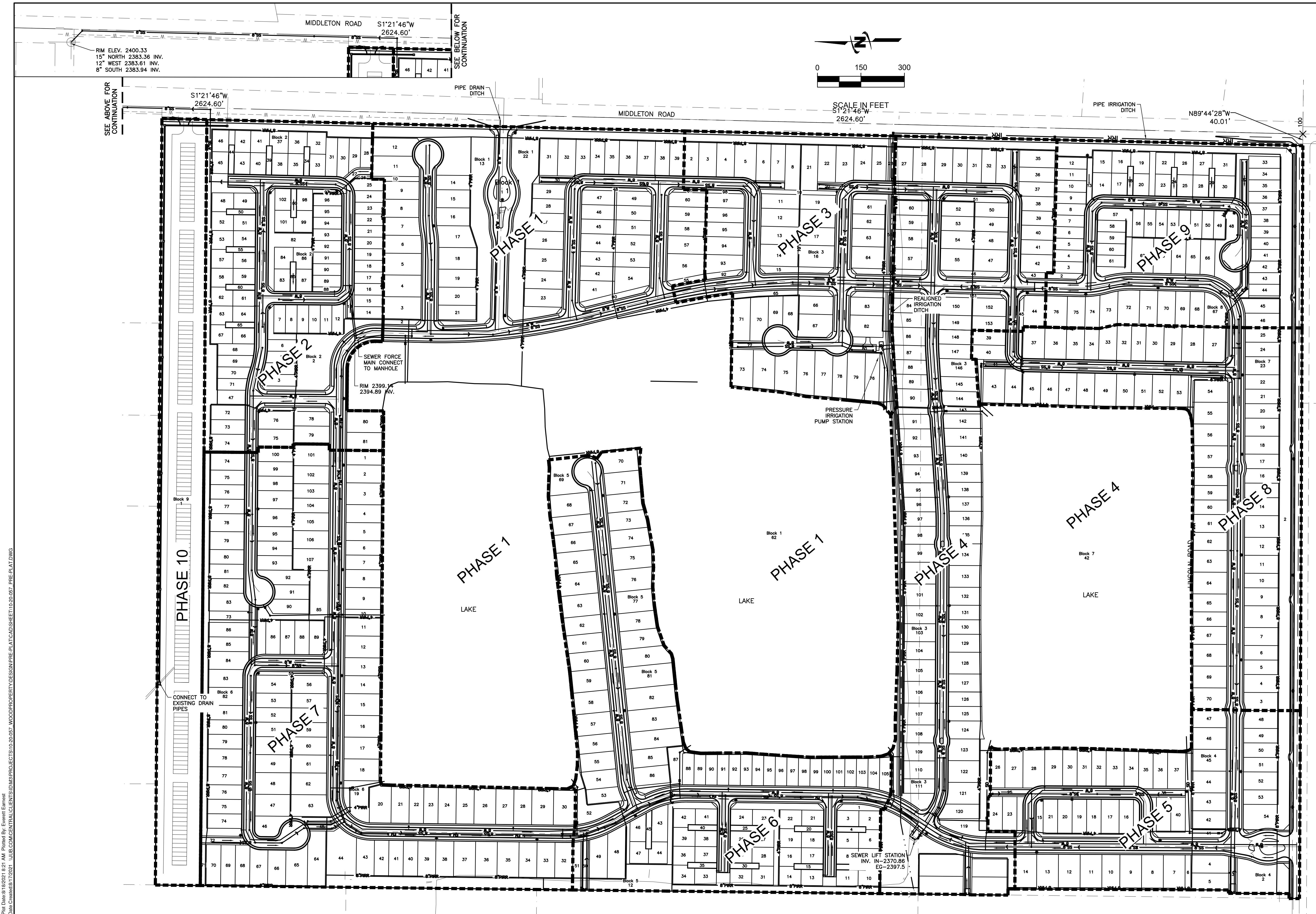


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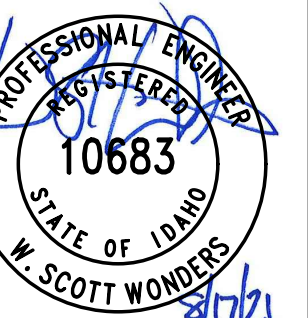
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QUARRY EAST SUBDIVISION
 MIDDLETON, IDHAO
 UTILITY PLAN

FILE: 10-20-057_PRE-PLAT
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MIDDLETON, IDHAO

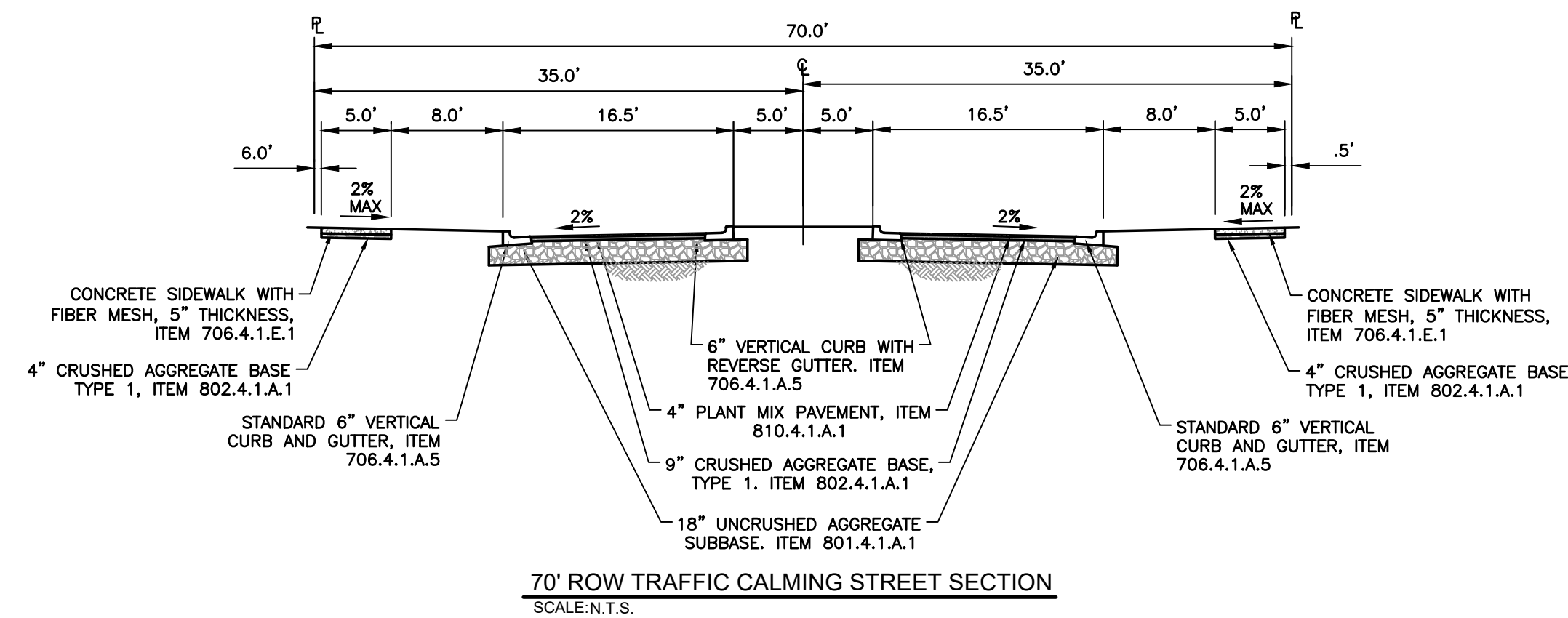
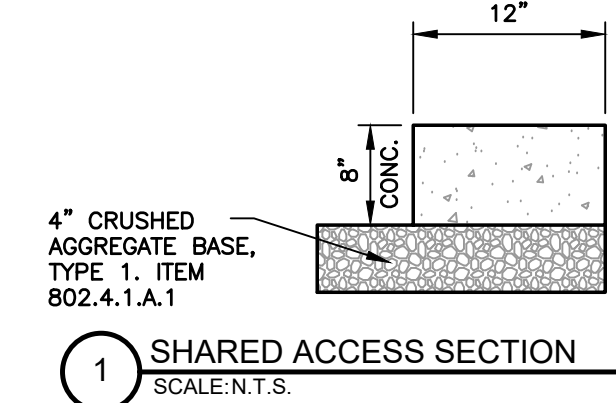
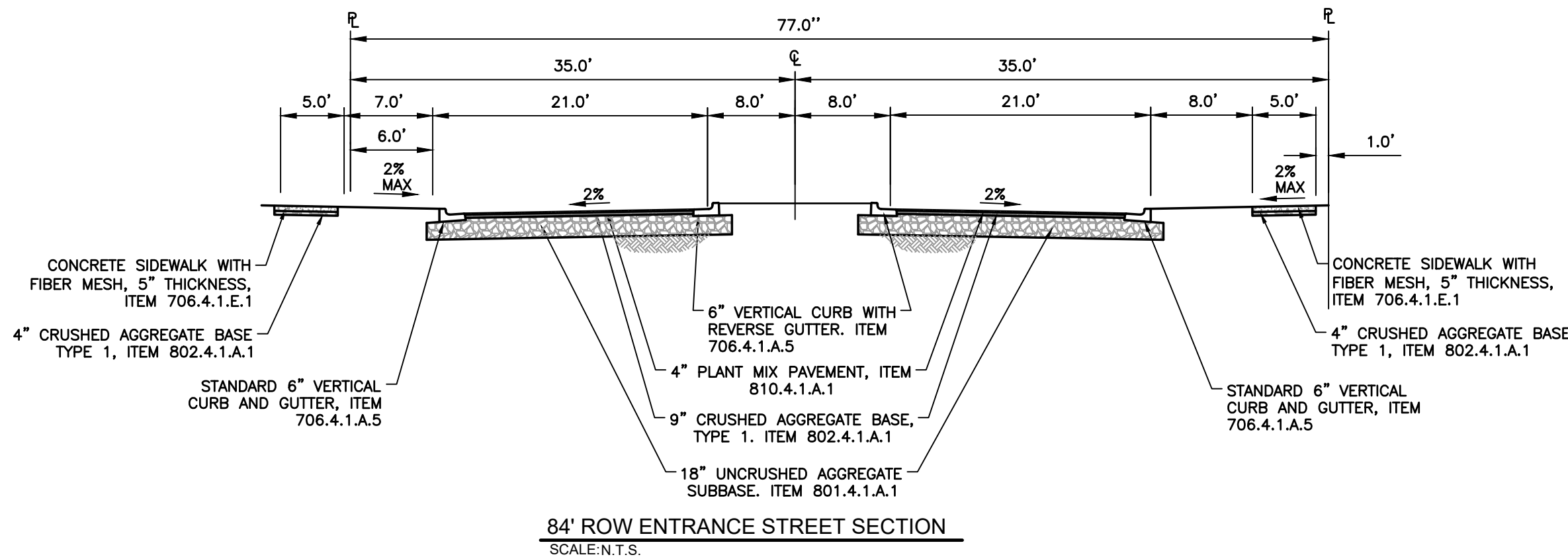
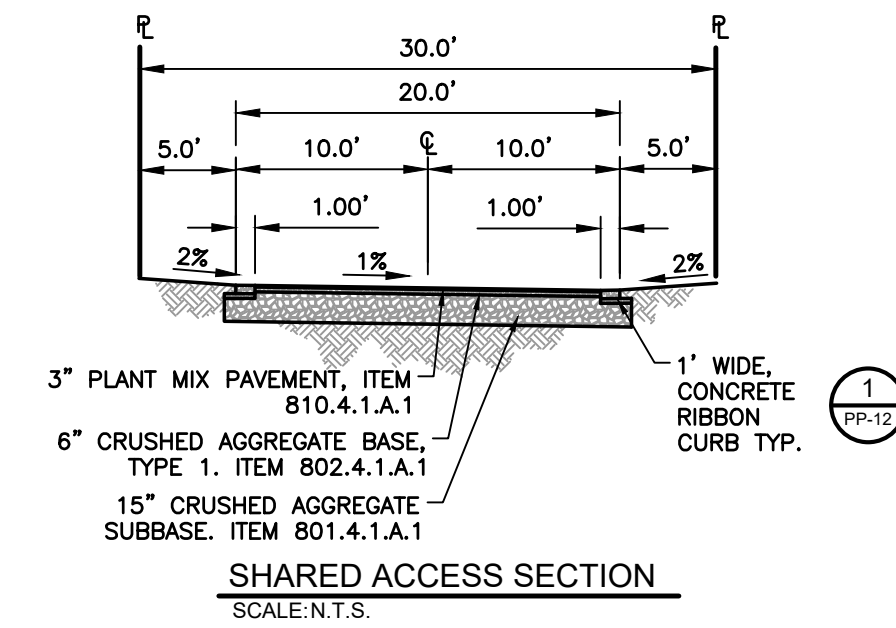
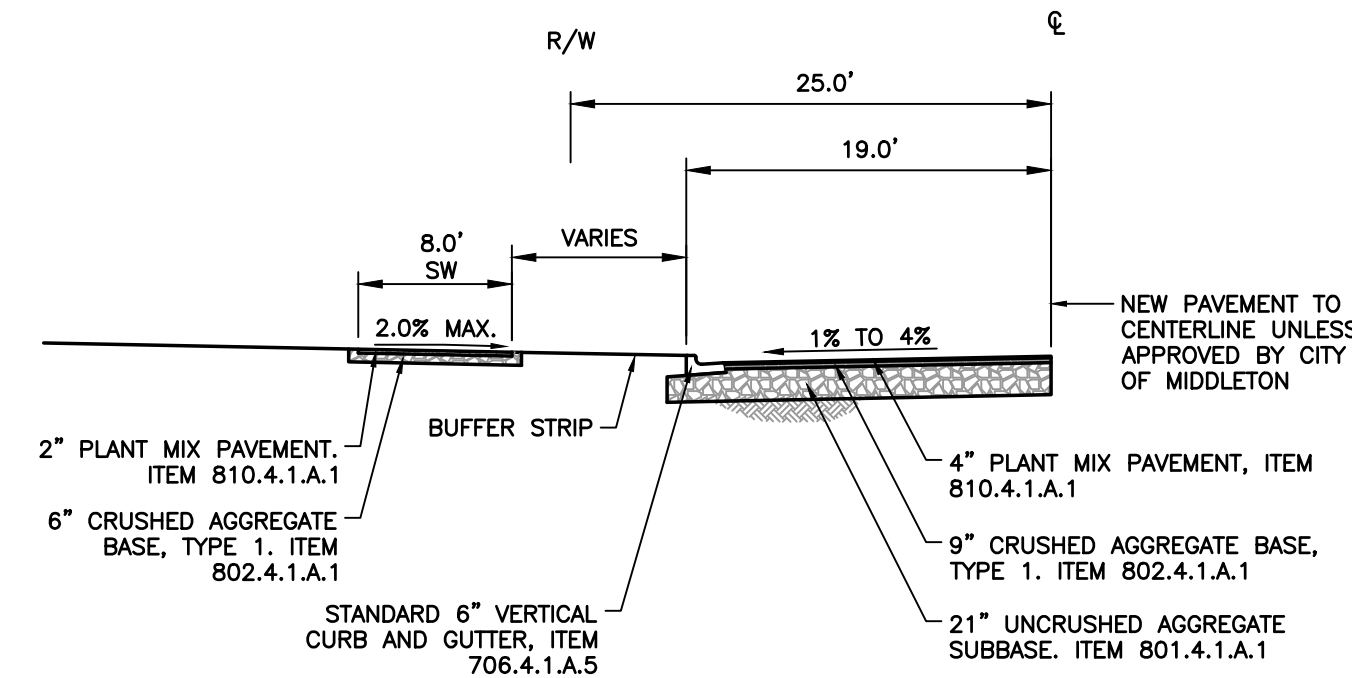
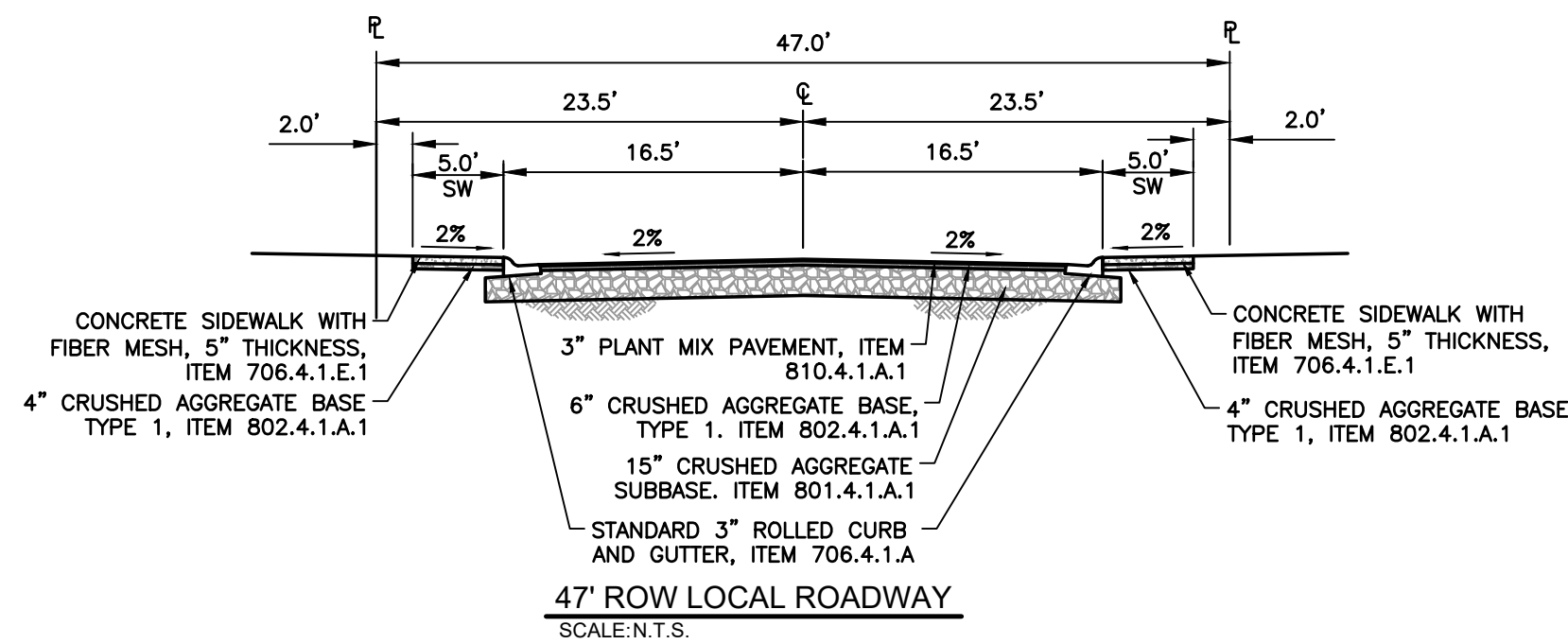
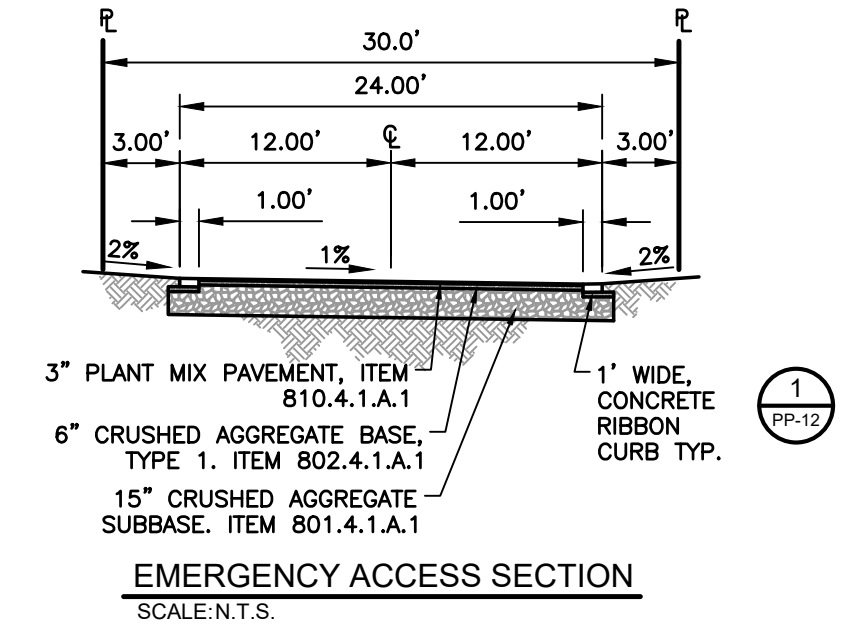
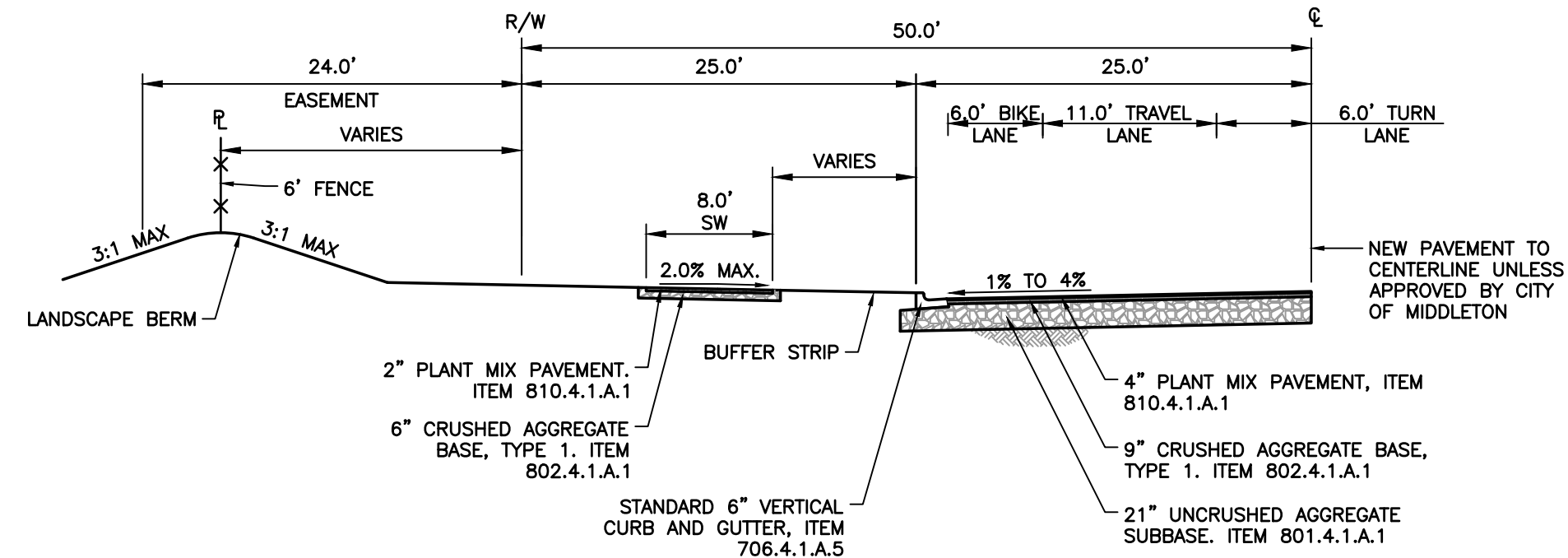
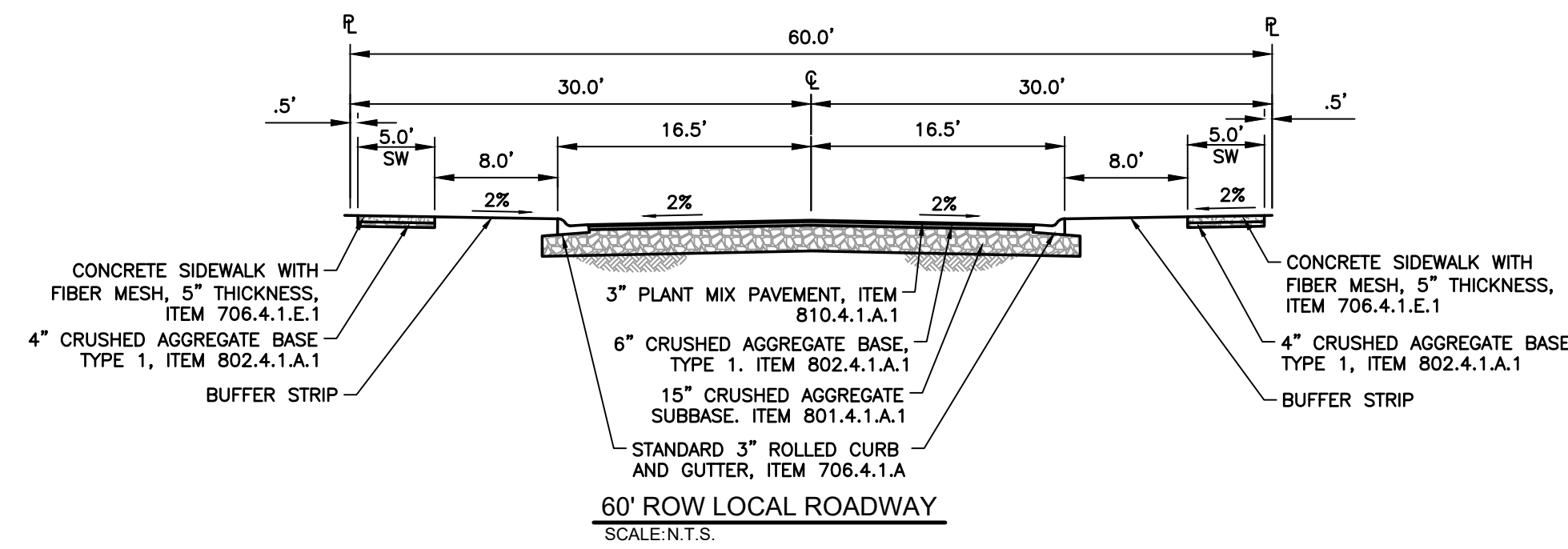
STREET SECTIONS

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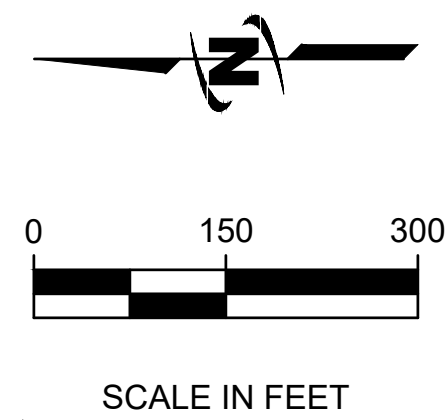
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Plot Date: 11/20/21 10:27 AM Plotted By: Everett Eames
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PHASE	PH. AREA	LAKE AREA	COM. AREA	% COM. AREA
1	68.49 Ac.	43.06 Ac.	11.35 Ac.	16.6%
2	15.11 Ac.		2.47 Ac.	16.3%
3	13.31 Ac.		1.75 Ac.	13.1%
4	42.35 Ac.	19.56 Ac.	3.37 Ac.	8.0%
5	12.74 Ac.		1.64 Ac.	12.9%
6	19.70 Ac.		2.36 Ac.	12.0%
7	26.82 Ac.		3.08 Ac.	11.5%
8	16.12 Ac.		1.40 Ac.	8.7%
9	12.57 Ac.		1.98 Ac.	15.8%
10	9.40 Ac.			
TOTAL	236.61 Ac.	62.62 Ac.	32.40 Ac.	13.7%.

PARK AREA BREAKDOWN

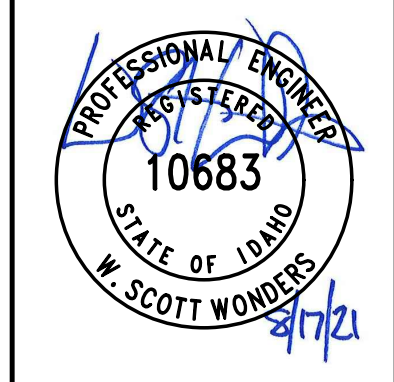
PARK	8.09 Ac
REMAIN COMMON AREA	21.47 Ac
TOTAL COMMON AREA	29.56 Ac

LEGEND

	PARK AREA
	COMMON AREA



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QUARRY EAST SUBDIVISION
MIDDLETON, IDHAO
PARKS AND OPEN SPACE PLAN

FILE: OPEN SPACE PLAN
 JUB PROJ. #: 10-20-057
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PP-13



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

March 5, 2021

Becky Crofts
City of Middleton
1103 W. Main Street
Middleton, Idaho, 83644

RE: THE QUARRY SUBDIVISION –PRELIMINARY PLAT, ANNEXATION AND ZONING, SPECIAL USE PERMIT, COMPREHENSIVE PLAN MAP AMENDMENT, DEVELOPMENT AGREEMENT

Dear Ms. Crofts:

On behalf of our client, M3 Companies, please accept this request for the preliminary plat, annexation and zoning, special use permit, comprehensive plan map amendment, and development agreement for the Quarry Subdivision. The proposed development is located at the northwest corner of Lincoln and Middleton Roads. An application is also being made to annex the subject property into the City of Middleton and receive Mixed-Use (MU) zoning. The proposed preliminary plat includes 236.55 acres (Red boundary below); the proposed annexation, zoning, and development agreement includes 346 acres (Blue area below). The property not included in this first preliminary plat will be the subject of a future preliminary plat.



Design Concept

The Quarry Subdivision has been planned as an upscale, gated community with resort amenities and layout targeted towards active seniors who are 55+. The development will be highly amenitized with a clubhouse and gym, pickleball courts, and a beach front parks with docks. 62 acres of the Quarry preliminary plat is made up of lakes; two of the 3 lakes located within the preliminary plat boundary are planned to be combined to create a large, centralized lake that will feature kayaking, paddle boarding, and beach amenities. Many of the proposed home sites will feature lake frontage, private docks, beaches, and views.

Planning for the club at the Quarry is ongoing as of the time of submittal. It is anticipated that at the time of our first planning and zoning hearing we will have both a site plan and renderings of the club. We anticipate a building that is over 4,000 square feet and amenities that will competitive with any of the nicest communities in all of the Treasure Valley. No community in the Treasure Valley will have the type of access to water as The Quarry. Paddle boarding, kayaking, and beach front recreation will make the Quarry a unique destination in all of the western states. This level of amenity is a perfect setting for residents who want an active lifestyle in retirement.

It is anticipated that many of the residents in the Quarry will own their residences as second homes or own second homes elsewhere. Some lots types in the Quarry have been designed to allow for minimal maintenance for property owners who will be 55+ years old. Home sites have been designed for upscale homes with relatively large footprints and minimal yards to reduce maintenance and upkeep for active seniors. This buyer demographic is typically more interested in shared amenities that will be maintained by a large homeowners association rather than in maintaining their own large residential lots. Active adult communities are extremely popular across the United States and the Treasure Valley is in the midst of a surge in growth in this particular demographic. The Quarry property is perfectly suited to serve those buyers. We have requested private streets through our development agreement which would allow for modifications to code and flexibility in design along with gated entries . It is important to have some flexibility in the City code and design of the community to properly tailor the community to the needs of future residents. The homes would all pay the same property tax as other residents in the City of Middleton, however, Middleton would not have the same responsibility to maintain those roads creating a windfall for the city.

Home sites will include predominantly traditional single-family residences along with two different design concepts for smaller homes (these are discussed in greater detail below). Home sites within the preliminary plat will have access to beach amenities, walking paths, and the Quarry's resort-style clubhouse. Since the project is large and will be built over many years, buyer tastes may shift and having design flexibility within the development agreement is important.



Conceptual Entry Rendering

Preliminary Plat

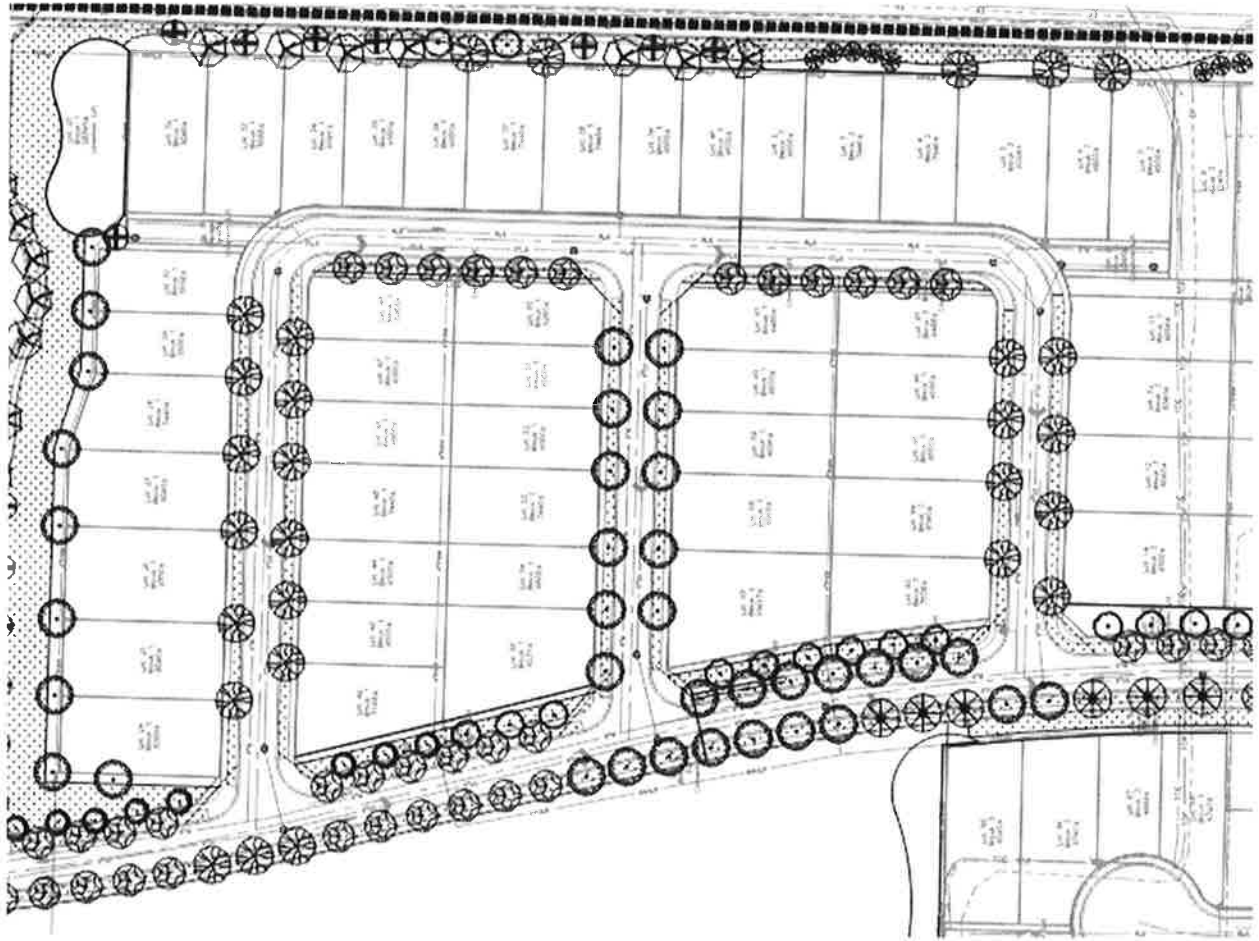
The Preliminary Plat for the Quarry Subdivision consists of 236.55 acres, includes 639 residential lots, 57 common lots, 39 common driveway lots, one commercial lot, and seven private road lots. 62.62 acres of the proposed subdivision consists of common lake areas plus an additional 29.56 acres of other common areas making up 38.9% of the platted area. Without including lakes, the Quarry will still have over 12% open space. While some of the lots are relatively small based on the needs and demographics of future buyers, the overall residential density for the Quarry Subdivision is just 2.72 dwelling units per acre.

Access to the proposed subdivision will be provided off of Middleton Road and Lincoln Road. All proposed roads within the Quarry Subdivision will be private and the entrances for the subdivision will be gated. The developer has met with the Caldwell Rural Fire District to discuss the proposed layout and street configurations. The proposed accesses, emergency access connections, layout, street sections, and "cluster" lots meet Caldwell Rural Fire District standards.

A Traffic Impact Study has been commissioned to evaluate traffic impacts of the proposed subdivision; the developers of the Quarry intend to work with the City of Middleton to ensure that all traffic impacts are addressed satisfactorily.

Product Types

Single Family Standard Lots – Traditional single family lots in the Quarry subdivision range from 6,000 SF to 11,000 square feet with typical lot frontages of either 50', 62', or 70-80'. These lot sizes make up the majority of the subdivision and are comparable to what is seen in most suburban subdivisions. An example of this product is shown below. You can see that the lot sizes have been mixed so there is significantly less uniformity in housing product and a much more diverse and desirable street scene.



Below are photos from a project our company is developing in the City of Star. The community is called Riverstone (www.riverstoneidaho.com) and is also a gated community with diverse housing options. Riverstone includes estate lots with \$1-2 Million homes, mid sized lots, which is what is described above, and also includes cluster product and eventually will also include even denser housing types. All of these lot and home styles can co-exist in a well planned community and all have their place for home buyers with different needs and expectations.



Typical home on 50' wide lot



Typical home on 50' wide lot



Typical home on 50' wide lot



Typical home on 62' wide lot



Typical home on 75' wide lot



Typical home on 75' wide lot

Single Family Attached Lots – The Quarry Subdivision includes lots that are 40' wide and designed as attached duplex product. Each unit would be individually platted, which makes it a single family home with a shared wall. In a 55+ targeted community this housing product works well for empty nesters who seek a low maintenance lifestyle and who are likely quite a bit older than 55 years old or possibly spend a significant amount of time, such as entire seasons, living elsewhere. Below is an image of an area in the Quarry Subdivision that is proposed for Single Family Attached product (yellow outline).



It is important to note that just because the product is small does not mean that we would accept any lesser quality standards than the rest of the community. Below are some photos of some nicely done Single Family Attached products:





Single Family Cluster – This housing product is a detached single family home built off of a shared driveway. All of the garages face the shared driveway and it allows for a very nice looking street scene without garages, which allows for superior architectural detailing. This housing product would be designed with a buyer similar to the Single Family Attached product in mind with generally smaller square footages than traditional single family lots. This product can easily be built with full yard maintenance included, which could be desirable for some home buyers.

While the lots are smaller at around 4,000-5,000 square feet, the product is still high quality. For example, in Riverstone, on one side of a lake we have \$1M+ custom homes and on the other side of the same lake we are in the process of developing a similar Single Family Cluster product. Both products will be very nicely done, but the smaller product is what some buyers would prefer for their stage in life.

Above is an image of how the Single Family Cluster lots would be laid out using a shared drive and integrated into the community (orange outline). At Riverstone, the homes are not yet under construction or we would share those examples, but below are photos of a similar cluster style:







Neighborhood Meeting

A Neighborhood Meeting was held in accordance with City of Middleton standards on July 13, 2020. Numerous revisions were made to the project based on feedback from city staff prior to finalizing the application. A second Neighborhood Meeting will be held on March 18, 2021. Neighbors were given the opportunity to view the proposed Preliminary Plat and ask questions regarding the proposed development. Neighbors were generally in favor of seeing residential development in this location. A sign-in sheet and minutes are attached as a part of this application.

Annexation and Zoning

At the suggestion of city staff, MU (Mixed Use) zoning is being requested to allow for the flexibility we desire in the design of the Quarry Subdivision. With the exception of a future phase in the northern portion of the subdivision that will include storage facilities for residents of The Quarry and the public, all uses are planned to be residential. The storage also serves as a buffer from the adjacent industrial property. A request is being made to annex a total of 346 acres into the City of Middleton with MU zoning.

The annexation request includes 109 acres that will make up a future phase of the Quarry; this property has not been included in the Preliminary Plat.

Comprehensive Plan Map Amendment

A Comprehensive Plan Map Amendment is proposed to change the Middleton Comprehensive Plan Map designation for the subject property to Mixed Use. A Mixed-Use Comprehensive Plan designation is being requested to allow for a variety of housing types and densities to be constructed in The Quarry Subdivision.

Applicable Comprehensive Plan Policies

The Quarry Subdivision is supported by several important City of Middleton Comprehensive Plan policies. Following is a summary of these applicable Comprehensive Plan policies:

Housing - Goal 11: Allow dwelling types that match residents' lifestyles.

The Quarry Subdivision will support Middleton's Comprehensive Plan Housing goals by providing a variety of housing types to meet the needs of Middleton residents. The Quarry will feature a variety of lot sizes and housing types; housing types are geared towards active seniors looking for upscale housing and amenities with minimal property upkeep and maintenance. The mix of lot sizes will allow residents of Middleton to age in place inside of the Quarry. This type of housing targeted towards active seniors is underrepresented in Middleton.

Population – Goal 14: Preserve a high quality of life and livability in Middleton

The Quarry Subdivision will support Middleton's Comprehensive Plan Population Goal of preserving a high quality of life and livability in Middleton by providing resort-style amenities and high quality housing.

Community Design- Goal 20: Preserve and enhance the unique small-town character of Middleton.

The Quarry Subdivision has been designed around creating a sense of community for residents of the Quarry. Open Space and recreational areas have been created to foster a sense of community and connection for Quarry residents, through this establishment of community and connection, the Quarry is truly serving to preserve and enhance the unique small-town character of Middleton. Retirees notoriously have higher discretionary income than young families and will be great patrons of restaurants, small business, and shopping in Middleton.

Goal 22: Establish interesting gathering places that encourage walkability and promote good health and positive social interaction

The Quarry's network of active recreational areas and amenities have been designed to encourage walkability and promote good health and positive social interaction.

Development Agreement and Special Use Permit

A Development Agreement and a Special Use Permit will be included to address the layout and design of The Quarry Subdivision. While Middleton's Mixed Use zoning designation provides some flexibility for design, our goal of designing a world-class, Active Senior community centered around recreational amenities necessitated our team putting together a set of design standards for the development of the Quarry. These standards modify code to allow for those unique characteristics. These design standards will create the template for all future development in the Quarry beyond the first subdivision and these standards will be integral to ensuring that all future development meets our vision for the Quarry.

While a copy of the proposed Development Agreement for the Quarry is included as a part of this application, following is a summary of the code provisions proposed through the Development Agreement and Special Use Permit:

Roadways

Alternate road standards have been requested through the Quarry DA. A slightly reduced right-of-way width of 47' for local roadways has also been requested through the Development Agreement which will serve to make streets more pedestrian friendly and reduce maintenance cost. All street sections meet international fire code standards and are consistent with jurisdictional standards across the treasure valley. Details on proposed road sections are included in the Development Agreement. Private roads have been used successfully by the developer in several other communities throughout the Treasure Valley. Private roads are allowed and enable a community to be gated; these types of gated communities are considered to be highly desirable in upscale communities marketed towards active older adults.

Private roads will be policed by City of Middleton Police Department; the Developer of The Quarry will coordinate with the Middleton Police Department and the Middleton Postmaster to ensure accessibility to the subdivision. Gated communities, while not the norm, do exist across the Treasure Valley and are able to be served with all of the same services as non-gated communities. The developer of The Quarry has recently constructed a similar subdivision with a private road network in Star, Idaho. Close coordination with police, emergency services and the local Postmaster has been a critical part of successfully implementing private roadways and gates and no issues have come up in that community.

Private roadways will be maintained by The Quarry Homeowner's Association through the assessment of maintenance fees by the HOA. The developer of the Quarry is currently implementing a similar system for the maintenance of a private roadways at Riverstone in Star, Idaho. Annual budget reviews are conducted and a reserve study is conducted to make sure that adequate reserves are planned for in the annual assessments.

All roadways will include Public Utility Easements to allow Middleton to access utilities for maintenance and repair. The Developer of the Quarry will coordinate with Middleton Public Works to ensure accessibility to all roadways and City of Middleton utilities within The Quarry subdivision.

Landscape Buffers

Landscape buffers along Middleton Road and Lincoln Road are both at least 25' feet in width; these landscape buffers meet or exceed City of Middleton standards. Frontage and internal landscaping far exceeds open space standards in Middleton's code. As described in detail above, that is by design to provide more community open space for residents who prefer to spend less time maintaining their own landscaping. Alternate provisions regarding landscape buffers or open space requirements are not proposed in the Development Agreement.

A 15' landscape buffer is proposed between the northern boundary of the residential lots in the Quarry Subdivision and the proposed ministorage facility at the northern edge of the Quarry; this landscape buffer meets City of Middleton standards.

Proposed Ministorage Facility

A ministorage facility is being proposed for the Quarry Subdivision. The storage facility will be marketed towards the residents of the Quarry Subdivision to allow for residents to store recreational equipment and vehicles offsite. The proposed ministorage is especially geared towards residents who live in the cluster and townhome lots who require extra storage for vehicles and recreational equipment such as boats and paddleboards. The demographic of the community tends to align with those purchasing things like recreational vehicles and having adjacent storage will be a benefit, particularly when community guidelines will prohibit storage of such vehicles on lots, in driveways, or on the streets.

Subdivision Design Elements

Exhibit C of the proposed Development Agreement identifies several design elements where alternative design standards are being proposed. Many of these design elements are being requested due to the unique design and the variety of lot types that will be constructed in The Quarry Subdivision. Also, due to the fact that there are 6 existing lakes on the site, we are constrained to long double loaded streets between some of the lakes. The existing condition of the site represents a hardship with certain parts of code such as block length and cul de sac length. Additional design elements addressed through the Development Agreement include driveways, streetlights, and tree planting. The modifications in the Development Agreement show on one side of the table the existing code provisions and on the other side of the table, modified code standards for these design elements.

Setbacks and Lot Sizes

Reduced setbacks and lot sizes are being requested to allow for the Quarry to be constructed with a variety of housing types and lot sizes. The proposed setbacks are currently being implemented by the developer in a development in Star, Idaho. Reduced setbacks are necessary for the construction of cluster lots with shared common drives and townhomes.

Residential Setbacks		
Less than 5,000 SF, Multi-Family, or Attached		
	Front	N/A
	Rear	N/A
	Side	N/A
	Street Side	N/A
Cluster Lot Setback (4 lot cluster on shared driveway)		
	Front (to street)	10 feet

	Rear	10 feet
	Side (interior)	5 feet
	To Common Drive	3 feet
5,000 SF - 12,000 SF		
	Front	10 feet to living or side load garage, 20 feet to garage door
	Rear	20 feet
	Side	5 feet
	Street Side	12 feet
Greater than 12,000 SF		
	Front	15 feet to living or side load garage, 25 feet to garage door
	Rear	30 feet
	Side	5 feet single story/ 7.5 feet if 2 story element is more than 50% of side
	Street Side	15 feet

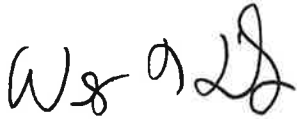
Positive Middleton Impacts

The residents of The Quarry will bring a number of positive impacts to the City of Middleton. Residents of The Quarry will consist of well-heeled, active seniors with ample disposable incomes to spend in the Middleton community. Most of all, the Quarry will bring residents to Middleton who are purchasing homes because they want to live in a first-class, Active Senior community. It is also anticipated that the part-time nature of many of the second-home owners in the Quarry will result in a decrease in the traffic impacts for the development. This demographic tend to shop and dine out more frequently which will positively impact Middleton. With smaller footprints but higher values, this community will product much higher property tax revenues for the City of Middleton than traditional subdivisions and also have less cost for the city based on private streets. We believe that the Quarry will absolutely provide positive impacts to the community of Middleton through the “purchasing power” of future residents and through the addition of a highly desirable development to the community of Middleton.

There are also discussions about Middleton creating an urban renewal district that includes this project. This project would fund millions of dollars into that district over the life of the project which can be used for important regional utility improvements, road improvements, amenities, and other important features.

The enclosed applications have been submitted in accordance with the requirements of the City of Middleton and will comply with all applicable local, state and federal requirements. The development has been designed in accordance with the City of Middleton's Code and Comprehensive Plan. Please contact me at 376-7330 if you have any questions regarding this application.

Sincerely,
J-U-B ENGINEERS, Inc.

A handwritten signature in black ink, appearing to read 'Wg Shrief'.

Wendy Shrief, AICP



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

March 6, 2021

RE: NEIGHBORHOOD MEETING for a Proposed Residential Subdivision on Thursday, March 18th, 2021

Dear Property Owner:

You are invited to attend a Neighborhood Meeting for a residential development called The Quarry Subdivision:

- **Thursday, March 18 at 6:00 p.m.**
- Meeting will be located at the subject property on Middleton Road across from the Idaho Materials and Construction yard access (see attached map for meeting location)

The proposed Preliminary Plat is located at the NW corner of Middleton Road and Lincoln Road in Middleton. The subject property and Neighborhood Meeting location are shown on the attached vicinity map. A request is also being made to annex the approximately 346 acre property that includes the proposed Preliminary Plat and a future development area into the City of Middleton; MU zoning is being requested for the property. Applications for a Development Agreement, a Special Use Permit, and a Comprehensive Plan Map Amendment will also be submitted for the Quarry Subdivision along with the Preliminary Plat and Annexation and Zoning request. A small commercial area will be included in a future Preliminary Plat. The Preliminary Plat will consist of approximately 743 lots including 639 residential lots, 57 common lots, 39 shared driveway lots, 1 commercial lot, and 7 private road lots.

Should you have any questions prior to the meeting or cannot attend, please do not hesitate to contact me at wshrief@jub.com and 208-376-7330.

Sincerely,
J-U-B ENGINEERS, Inc.

Wendy Shrief, AICP
Planner

SIGN-IN SHEET

Project Name: Quarry M3

	Name	Address	Phone
1	Danell Fieldstad	1315 NKCID rd	801-580-6298
2	Bunny Sundin	21220 Wells Rd	208-965-0678
3	Stan Meholchick	21500 Wells Rd.	208-454-1172
4	Jenny Howell	1703 NKCID Rd	208-371-4404
5	Matthew McEvoy	1703 N KCID Rd	208-461-8551
6	Julie Hochhalter	1702 N. KCID rd	208-40-8550
7	Parla McEvoy	1703 N. KCID Rd	208-40455-7540
8	Justin + Dianna Juarez	0 Lincoln Rd	208-484-1182
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J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

July 2, 2020

RE: NEIGHBORHOOD MEETING for a Proposed Residential Subdivision on Monday, July 13

Dear Property Owner:

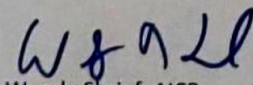
You are invited to attend a Neighborhood Meeting for a residential development called The Quarry Subdivision:

- **Monday July 13th at 6:00 p.m.**
- Meeting will be located at the subject property on Middleton Road across from the Idaho Materials and Construction yard access (see attached map for meeting location)

The proposed Preliminary Plat is located at the NW corner of Middleton Road and Lincoln Road in Middleton. The subject property and Neighborhood Meeting location are shown on the attached vicinity map. A request is also being made to annex the approximately 346 acre property that includes the proposed Preliminary Plat and a future development area into the City of Middleton; MU zoning is being requested for the property and a Comprehensive Plan Map Amendment will be requested for a Mixed-Use Comprehensive Plan designation. A small commercial area will be included in a future Preliminary Plat. The Preliminary Plat will consist of approximately 815 residential lots.

Should you have any questions prior to the meeting or cannot attend, please do not hesitate to contact me at wshrief@jub.com and 208-376-7330 or Andrew Newell at anewell@jub.com.

Sincerely,
J-U-B ENGINEERS, Inc.


Wendy Shrief, AICP
Planner

NEIGHBORHOOD MEETING FORM

The Quarry Subdivision

July 13th, 2020

Start Time of Neighborhood Meeting: 6:00 p.m.

End Time of Neighborhood Meeting: 7:00 p.m.

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

	<u>PRINTED NAME</u>	<u>ADDRESS, CITY, STATE, ZIP</u>
1.	Adam Rosenkrantz	20966 Wells Rd Caldwell
2.	Jenny Howell	1703 N KCID Rd Caldwell
3.	Miki Hochstater	1702 N. KCF Rd Caldwell
4.	Steven Anciros	1221 N KCID Rd Caldwell
5.	Jennifer Smith	1323 N. KCID Rd Caldwell
6.	Paula McEvoy	1703 N. KCID Rd Caldwell
7.	Matthew McEvoy	1703 N. KCID Rd Caldwell
8.	Connor Rosenkrantz	20966 Wells Rd Caldwell
9.	Jay Kute	2111 N KCF Rd
10.	Wayne Budge	9107 Lincoln Road Caldwell
11.	Miki Wood	1417 N. KCID Rd. Caldwell 83625
12.	Sarah Charlson	1703 N. Kcid Rd. Caldwell, 1083605
13.	Joseph Berchard	11794 Lincoln Rd, Caldwell ID83605
14.	Von Sandquist	21220 Wells Rd.
15.	EMMY Sandquist	21220 Wells Road
16.	Janie Miller	21500 Wells Rd
17.	John Sandquist	
18.		
19.		

MEHOLCHICK STANLEY P
21500 WELLS RD
CALDWELL ID 83605

PREMIER INDUSTRIAL LLC
11220 BASS LN
CALDWELL ID 83605

IDAHO POWER COMPANY
1221 W IDAHO ST
BOISE ID 83712

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

ASUMENDI HOLDING LLC
5925 W FRANKLIN
MERIDIAN ID 83642

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

CASTRO FAMILY TRUST
2251 HAWKS VIEW LN
EAGLE ID 83616

GROUNDSWELL INVESTMENTS LLC
7 BODEGA BAY
CORONA DEL MAR CA 92625

MEHOLCHICK STANLEY P
21500 WELLS RD
CALDWELL ID 83605

GALVIN MARTIN C
PO BOX 115
MIDDLETON ID 83644

IDAHO POWER COMPANY
1221 W IDAHO ST
BOISE ID 83702

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

SINGH PARMINDER
20898 MIDDLETON RD
CALDWELL ID 83605

BAR O BAR LLC
9107 LINCOLN RD
CALDWELL ID 83605

PREMIER INDUSTRIAL LLC
11220 BASS LN
CALDWELL ID 83605

FM PRODUCTS INC
11969 W TIOGA ST
BOISE ID 83709

WOOD FAMILY TRUST
11896 LINCOLN RD
CALDWELL ID 83605

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

OLDCASTLE MMG INC@@ \$
2350 S 1900 W STE 100
OGDEN UT 84401-3481

MAVEY DON L
1656 HWY 19
HOMEDALE ID 83628

OLDCASTLE MMG INC
2350 S 1900 W STE 100
OGDEN UT 84401-3481

TLM MIDDLETON LLC
3602 E MARDIA ST
MERIDIAN ID 83642

WOODLAND PROPERTIES L P
444 W KARCHER RD
NAMPA ID 83687

MIDDLETON SELF STORAGE LLC
PO BOX 1753
EAGLE ID 83616

KINGS LANDING LLC
5712 N HIGH COUNTRY
STAR ID 83669

November 3, 2020

City of Middleton

1103 West Main Street

Middleton, ID 83644

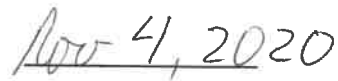
RE: Quarry Subdivision Preliminary Plat and Annexation Applications

I, Randy Wood, of Woodland Properties, LP, 444 W. Karcher Road Nampa, Idaho 83687, affirm the following:

I am the record owner of the property described in the attached "Exhibit A."

I grant permission to JUB Engineers, Inc. to submit an application, on behalf of M3 ID Woodland, LLC, pertaining to the above-mentioned property.


Randy Wood


Date



TitleOne

TitleOne
a title & escrow co.

SCHEDULE A

1. Effective Date: April 2, 2020 at 07:30 AM

2. Policy or Policies to be issued:

Preliminary Research Report

For the Benefit of:

M3 ID Woodland, LLC, an Arizona limited liability company

3. The estate or interest in the land described or referred to in this Report and covered herein is:

Fee Simple

4. Title to the estate or interest in said land is at the effective date hereof vested in:

The Estate of Joe Donald Martin, a.k.a. Joe D. Martin, a.k.a. Joe Martin, deceased, Ethel I. Martin, a widow, and Beverly J. Martin, a single woman, as to Parcel I;

Nampa Paving & Asphalt Co., an Idaho corporation, as to Parcels II, III, IV, and V.

5. The land referred to in this Report is described as follows:

See Attached Schedule C

DISCLAIMER

The information provided in this report is for informational purposes only. This report contains information about real property and interests in real property. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder and the company is not responsible beyond the amount paid for any errors and omissions contained herein. This report in no way creates any obligation by TitleOne or its underwriters to insure any party now or in the future. Any insurance will be separate from this report and subject to usual and customary underwriting standards.

SCHEDULE B-I
Requirements

The following are to be complied with:

1. TitleOne reserves the right to add additional requirements and/or exceptions upon receipt of the details of the forthcoming transaction.

2. NOTE: According to the available records, the purported address of said land is:

NNA KCID Road
Caldwell, Idaho 83605
(As to Parcel I)

NNA Ward Road
Caldwell, Idaho 83605
(As to Parcel II)

NNA Lincoln Road
Caldwell, Idaho 83605
(As to Parcel III)

NNA Wells Road
Caldwell, Idaho 83605
(As to Parcel IV)

21500 Middleton Road
Caldwell, Idaho 83605
(As to Parcel V)

11436 Lincoln Road
Caldwell, Idaho 83605
(As to Parcel V)

3. NOTE: Additional Underlying Documents.

[To view the ASSESSOR'S PARCEL MAP\(s\) click here.](#)

[To view the VESTING DEED\(s\) for Parcel I click here.](#)

[To view the VESTING DEED\(s\) for Parcel II click here.](#)

[To view the VESTING DEED\(s\) for Parcel III click here.](#)

[To view the VESTING DEED\(s\) for Parcel IV click here.](#)

[To view the VESTING DEED\(s\) for Parcel V click here.](#)

SCHEDULE B-II
Exceptions From Coverage

Note: This is a Preliminary Research Report and not a title insurance policy. If it were a policy, it would have the following Exceptions unless they are taken care of to our satisfaction. If the Company's requirements are satisfied, Exceptions 1 through 7 would be removed on Enhanced/Extended coverage policies.

Exceptions:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings whether or not shown by the records of such agency, or by the public records.
8. Taxes, including any assessments collected therewith, for the year 2020 which are a lien not yet due and payable.

Taxes for the year 2019 are paid in full.

Parcel Number: R340810100 0

Original Amount: \$706.36

(Affects Parcel I)

Taxes for the year 2019 are paid in full.

Parcel Number: R34081000 0

Original Amount: \$231.84

(Affects Parcel II)

Taxes for the year 2019 are paid in full.

Parcel Number: R34080010 0

Original Amount: \$1,870.56

(Affects Parcel III)

Taxes for the year 2019 are paid in full.

Parcel Number: R34078010 0

Original Amount: \$5,577.70

(Affects Parcel IV)

Taxes for the year 2019 are paid in full.

Parcel Number: R34076000 0

Original Amount: \$6,226.24

(Affects Parcel V)

File Number: 20362820

Taxes for the year 2019 are paid in full.

Parcel Number: R34077000 0

Original Amount: \$7,273.00

(Affects Parcel V)

[NOTE: To view ALL 2019 Taxes click here.](#)

9. The land described herein is located within the boundaries of Mason Creek Ditch Company and is subject to any assessments levied thereby.

(Affects All Parcels)

10. The land described herein is located within the boundaries of Franklin Ditch Company and is subject to any assessments levied thereby.

(Affects All Parcels)

11. Right-of-way for KCID Road.

(Affects Parcels I, II and III)

12. Right-of-way for Wells Road.

(Affects Parcels I, II, III and IV)

13. Right-of-way for Lincoln Road.

(Affects Parcels III, IV and V)

14. Right-of-way for Irrigation Lateral and the rights of access thereto for maintenance of said lateral.

(Affects Parcels I, II and III)

15. Right-of-way for Mason Slough and the rights of access thereto for maintenance of said slough.

(Affects Parcel V)

16. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded November 21, 1877 in Book 1 of Patents, at Page 9, records of Canyon County, Idaho.

(Affects the NE1/4 of Parcel V)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

17. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded April 14, 1882 in Book 1 of Patents, at Page 45.

(Affects Parcels I and II)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

18. The following reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded January 18, 1886 in Book 1 of Patents, at Page 388.
(Affects the SE1/4 of Parcel V)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

19. Reservations and exceptions in a United States Patent, and in the act authorizing the issuance thereof, recorded October 19, 1905 in Book 2 of Patents, at Page 76, Canyon County, Idaho.
(Affects Parcel III)

"Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law."

[NOTE: To view said document\(s\) click here.](#)

20. An easement for the purpose shown below and rights incidental thereto as set forth in a Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228752
Book 15 of Miscellaneous Records at Page 428 and 429, records of Canyon County, Idaho.
(Affects SW 1/4 SE 1/4 of Parcel V)

[NOTE: To view said document\(s\) click here.](#)

21. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228753
Book 15 of Miscellaneous Records at Page 429 and 430, records of Canyon County, Idaho.
(Affects Parcel III)

[NOTE: To view said document\(s\) click here.](#)

22. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits
Recorded: September 20, 1937
Instrument No.: 228754
Book 15 of Miscellaneous Records at Page 430, records of Canyon County, Idaho.
(Affects Parcel IV)

[NOTE: To view said document\(s\) click here.](#)

23. Terms and provisions contained in an Ordinance No. 99-001.
Recorded: January 7, 1999
Instrument No.: 9900674, records of Ada County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

24. Record of Survey recorded March 17, 1999 as Instrument No. 9910206, records of Canyon County, Idaho.
(Affects Parcel I)

[NOTE: To view said document\(s\) click here.](#)

25. Terms and provisions contained in an Ordinance No. 01-006.
Recorded: July 6, 2001
Instrument No.: 200126818, records of Canyon County, Idaho.
(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

26. Terms and provisions contained in an Ordinance No. 01-007.
Recorded: July 6, 2001
Instrument No.: 200126819, records of Canyon County, Idaho.
(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

27. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206175, records of Canyon County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

28. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206176, records of Canyon County, Idaho.
(Affects Parcel IV)

[NOTE: To view said document\(s\) click here.](#)

29. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.
Granted to: Idaho Power Company
Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits
Recorded: February 7, 2002
Instrument No.: 200206177, records of Canyon County, Idaho.
(Affects Parcel III)

[NOTE: To view said document\(s\) click here.](#)

30. Record of Survey recorded March 21, 2002 as Instrument No. 200213082, records of Canyon County, Idaho.
(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

31. Terms and provisions contained in an Idaho Wastewater Treatment Services, Inc. Member Agreement by and between Triple DJ, L.L.C. and Idaho Wastewater Treatment Services, Inc., an Idaho nonprofit corporation.

Recorded: April 16, 2002

Instrument No.: 200217403, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

32. Terms and provisions contained in an Idaho Wastewater Treatment Services, Inc. Member Agreement by and between Triple DJ, L.L.C. and Idaho Wastewater Treatment Services, Inc., an Idaho nonprofit corporation.

Recorded: August 13, 2002

Instrument No.: 200236988, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

33. Terms and provisions contained in an Easement Agreement by and between Triple DJ, LLC and Busy Bee Sand & Gravel, Inc.

Recorded: October 2, 2002

Instrument No.: 200246344, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

34. Terms and provisions contained in an Access Easement Agreement by and between Nampa Paving & Asphalt Co., an Idaho corporation and Triple DJ, L.L.C., an Idaho limited liability company.

Recorded: November 1, 2002

Instrument No.: 200252034, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

35. An easement for the purpose shown below and rights incidental thereto as set forth in Power Line Easement.

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: December 6, 2002

Instrument No.: 200257320, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

36. Terms and provisions contained in an Ordinance No. 05-010.

Recorded: April 5, 2005

Instrument No.: 200517849, records of Canyon County, Idaho.

(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

37. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization (Overhead).

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: August 23, 2005

Instrument No.: 200551738, records of Canyon County, Idaho.

(Affects Parcels III, IV and V)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

38. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization (Overhead).

Granted to: Idaho Power Company

Purpose: erection and continued operation, maintenance, repair, alteration, inspection, and replacement of the electric transmission, distribution and telephone lines and circuits

Recorded: October 16, 2006

Instrument No.: 200682985, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

39. An easement for the purpose shown below and rights incidental thereto as set forth in Easement - Organization.

Granted to: Idaho Power Company

Purpose: installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of overhead electrical transmission, distribution and communication lines and underground electrical power lines

Recorded: May 23, 2011

Instrument No.: 2011020483, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

40. An easement for the purpose shown below and rights incidental thereto as set forth in an Easement - Organization.

Granted to: Idaho Power Company

Purpose: installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of overhead electrical transmission, distribution and communication lines

Recorded: May 15, 2012

Instrument No.: 2012019936, records of Canyon County, Idaho.

(Affects Parcel V)

[NOTE: To view said document\(s\) click here.](#)

41. An unrecorded lease with certain terms, covenants, conditions, options, and provisions set forth therein.

Lessor: Woodland Properties, LP, an Idaho limited partnership

Lessee: AM Idaho, LLC

Disclosed by: Memorandum of Oil, Gas and Mineral Lease

Recorded: June 12, 2015

Instrument No.: 2015-021905, records of Canyon County, Idaho.

(Affects All Parcels)

[NOTE: To view said document\(s\) click here.](#)

Assignment of Overriding Royalty Interest

Assignor: AM Idaho, LLC, Snake River Oil & Gas, LLC and Weiser-Brown Oil Company

Assignee: David Hawk and Spencer Wood

Recorded: June 19, 2015

Instrument No.: 2015-023035, records of Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

Assignment and Bill of Sale

Assignor: AM Idaho, LLC, a Texas limited liability company

Assignee: David M. Smith, an individual

Recorded: January 27, 2020

Instrument No.: 2020-004486, records of Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

42. Terms and provisions contained in a Declaration of Road and Utilities Easement and Maintenance Agreement by and between Woodland Properties L.P. and future owners.

Dated: August 31, 2017

Recorded: September 5, 2017

Instrument No.: 2017-038180, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

43. Record of Survey recorded September 21, 2017 as Instrument No. 2017-040914, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

44. Terms and provisions contained in Canyon County Director Decision Administrative Land Division.

Recorded: October 17, 2017

Instrument No.: 2017-045036, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

45. Terms and provisions contained in a Road User and Maintenance Agreement by and between Woodland Properties, LP and Tren Sundquist and Emmaline B. Sundquist, husband and wife.

Recorded: November 8, 2017

Instrument No.: 2017-048886, records of Canyon County, Idaho.

(Affects Parcels III and IV)

[NOTE: To view said document\(s\) click here.](#)

46. Quitclaim Deed

Grantor: Kellee J. Meholchick

Grantee: Stanley P. Meholchick

Dated: June 26, 1995

Instrument No.: 9516488, records of Canyon County, Idaho.

(Affects Parcel V)

Note: The Quitclaim Deed contains an error in the legal Description. The legal description inadvertently included South Half of the Northeast Quarter (S1/2NE1/4) and all of the Southeast Quarter (SE1/4) of Section 18.

[NOTE: To view said document\(s\) click here.](#)

47. A Contract of Sale, providing for the sale of said land.

Dated: April 1, 1999

Vendor: Beverly J. Martin and Don J. Martin, as Co-Personal Representatives of the Estate of Joe Donald Martin, a.k.a. Joe D. Martin, a.k.a. Joe Martin, deceased; Ethel I. Martin, a widow, and Beverly Martin, a single woman

Vendee: Nampa Paving & Asphalt Co.

Recorded: January 31, 2002

Instrument No.: 200205027, records of Canyon County, Idaho.

(Affects Parcel I)

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

48. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: January 29, 2004 and February 1, 2006

Instrument No.: 200405219 and 200607099, records of Canyon County, Idaho.

(Affects Parcel I)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

49. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: November 28, 2003

Instrument No.: 200373457, records of Canyon County, Idaho.

(Affects Parcels II and III)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

50. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: January 31, 2006

Instrument No.: 200606649, records of Canyon County, Idaho.

(Affects Parcel V)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

51. Quitclaim Deed.

Grantor: Nampa Paving and Asphalt Inc

Grantee: Woodland Properties L.P.

Recorded: June, 13, 2006

Instrument No.: 200646066, records of Canyon County, Idaho.

(Affects Parcel IV)

Note: The Grantor and Grantee are not correctly stated. The Grantor should read Nampa Paving & Asphalt Co., an Idaho corporation and Grantee should read Woodland Properties Limited Partnership, an Idaho limited partnership.

[NOTE: To view said document\(s\) click here.](#)

File Number: 20362820

52. Quitclaim Deed

Grantor: Stanley P. Meholchick, a single man

Grantee: Stanley P. Meholchick and Jeanie L. Meholchick, husband and wife

Dated: February 6, 2014

Instrument No.: 2014-005079, records of Canyon County, Idaho.

(Affects Parcels I and II)

Note: The Quitclaim Deed contains an error in the legal Description. The legal description should read: The Northeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

53. A Deed of Trust (Line of Credit) to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$70,000.00

Trustor/Grantor: Stanley P. Meholchick and Jeanie L. Meholchick, husband and wife

Trustee: Alliance Title & Escrow

Beneficiary: Idaho Central Credit Union

Dated: February 6, 2014

Recorded: February 11, 2014

Instrument No.: 2014-005080, records of Canyon County, Idaho.

(Affects Parcel I)

Note: The Deed of Trust contains an error in the legal Description. The legal description should read: The Northeast quarter of the Southwest quarter and the Southeast quarter of the Southeast quarter of the Northwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

[NOTE: To view said document\(s\) click here.](#)

(End of Exceptions)

SCHEDULE C

Legal Description:

Parcel I:

A parcel of land situated in a portion of Government Lot 3, Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as shown on Record of Survey filed as Instrument No. 9910206, in the offices of the Canyon County Recorder, more particularly described as follows:

Beginning at the West quarter corner of said Section 18, marked by a 5/8-inch iron pin; thence along the North line of said Government Lot 3 (East-West center of section line of said Section 18)
South 89°35'07" East 1275.37 feet to the Northeast corner of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3
South 0°20'23" West 1129.03 feet to a point, marked by a 5/8-inch iron pin; thence leaving the East line of said Government Lot 3
North 89°48'13" West 1272.54 feet to a point on the West line of said Section 18, marked by an iron pin; thence along the West line of said Section 18
North 0°11'47" East 1133.89 feet to the Pont of Beginning.

Parcel II:

Government Lot 3 in Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho.

Excepting: Therefrom:

A parcel of land situated in a portion of Government Lot 3, Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho, as shown on Record of Survey filed as Instrument No. 9910206, in the offices of the Canyon County Recorder, more particularly described as follows:

Beginning at the West quarter corner of said Section 18, marked by a 5/8-inch iron pin; thence along the North line of said Government Lot 3 (East-West center of section line of said Section 18)
South 89°35'07" East 1275.37 feet to the Northeast corner of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3, marked by a 5/8-inch iron pin; thence along the East line of said Government Lot 3
South 0°20'23" West 1129.03 feet to a point, marked by a 5/8-inch iron pin; thence leaving the East line of said Government Lot 3
North 89°48'13" West 1272.54 feet to a point on the West line of said Section 18, marked by an iron pin; thence along the West line of said Section 18
North 0°11'47" East 1133.89 feet to the Pont of Beginning.

Parcel III:

A parcel of land located in Government Lot 4 of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Beginning at the Southwest corner of said Section 18; thence along the West boundary line of said Government Lot 4
North 00°11'53" East, 1319.33 feet to the Northwest corner of said Government Lot 4; thence along the North boundary line of said Government Lot 4
South 89°39'36" East, 1272.13 feet to the Northeast corner of said Government Lot 4; thence along the East boundary line of said Government Lot 4
South 00°20'25" West, 174.63 feet; thence leaving said East boundary line
North 89°28'27" West, 114.35 feet; thence
South 04°39'29" West, 76.95 feet; thence
South 00°23'27" East, 60.60 feet; thence
South 89°45'12" East, 119.37 feet to a point on the East boundary line of said Government Lot 4; thence along said the East boundary line
South 00°20'25" West, 761.35 feet; thence leaving said the East boundary line
South 80°32'54" West, 87.88 feet; thence
North 27°44'43" West, 74.18 feet; thence
North 79°33'19" West, 112.61 feet; thence

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North 74°31'56" West, 276.58 feet; thence
North 00°15'53" East, 46.53 feet; thence
North 83°13'33" West, 387.49 feet; thence
South 00°15'53" West, 478.46 feet to a point on the South boundary line of said Section 18; thence along said South boundary line
North 89°44'07" West, 385.00 feet to the Point of Beginning.

Parcel IV:

A parcel of land located in the Southeast quarter of the Southwest quarter of Section 18, Township 4 North, Range 2 West, Boise Meridian, Canyon County, Idaho being more particularly described as follows:

Beginning at the Southwest corner of the Southeast quarter of the Southwest Quarter of said Section 18 from which the Southwest corner of said Section 18 bears North 89°44'07" West, 1268.86 feet; thence along the West boundary line of the Southeast quarter of the Southwest quarter of said Section 18
North 00°20'25" East, 1006.26 feet; thence leaving said West boundary line
South 89°45'12" East, 229.76 feet; thence
North 02°36'11" East, 135.73 feet; thence
North 89°28'27" West, 235.12 feet to a point on the West boundary line of the Southeast quarter of the Southwest quarter of said Section 18; thence along said West boundary line
North 00°20'25" East, 174.63 feet to the Northwest corner of the Southeast quarter of the Southwest quarter of said Section 18; thence along the North boundary line of the Southeast quarter of the Southwest quarter of said Section 18
South 89°39'36" East, 1326.07 feet to the Northeast corner of the Southeast quarter of the Southwest quarter of said Section 18; thence along the East boundary line of the Southeast quarter of the Southwest quarter of said Section 18
South 00°40'46" West, 1315.95 feet to the South quarter of said Section 18; thence along the South boundary line of said Section 18
North 89°44'07" West, 1318.28 feet to the Point of Beginning.

Parcel V:

This parcel is a portion of the South half of the Northeast quarter and the Southeast quarter of Section 18, Township 4 North, Range 2 West of the Boise Meridian and is more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter; thence
North 89°44'26" West along the South boundary of said Southeast quarter a distance of 40.01 feet to a point on the Westerly right-of-way of Middleton Road, said point being the True Point of Beginning; thence continuing
North 89°44'26" West along said South boundary a distance of 2596.56 feet to the Southwest corner of said Southeast quarter; thence
North 00°40'43" East along the West boundary of said Southeast quarter a distance of 2631.35 feet to the Northwest corner of said Southeast quarter; thence
North 00°40'43" East along the West boundary of said South half of the Northeast quarter a distance of 1315.69 feet to the Northwest corner of said South half of the Northeast quarter; thence
South 89°30'36" East along the North boundary of said South half of the Northeast quarter a distance of 2643.31 feet to a point on the Westerly right-of-way of Middleton Road, said point lies North 89°30'36" West a distance of 40.01 feet from the Northeast corner of said South half of the Northeast quarter; thence
South 01°21'36" West along said Westerly right-of-way and parallel with the East boundary of said South half of the Northeast quarter a distance of 1312.25 feet to a point on the South boundary of said South half of the Northeast quarter, said point bears North 89°35'23" West a distance of 40.01 feet from the Southeast corner of said South half of the Northeast quarter; thence continuing
South 01°21'35" West along said Westerly right-of-way and parallel with the East boundary of said Southeast quarter a distance of 2624.77 feet to the True Point of Beginning.

***DEVELOPER'S DRAFT PROPOSED DEVELOPMENT AGREEMENT.
NOT ACCEPTED BY CITY.***

DEVELOPMENT AGREEMENT

This Development Agreement (this **Agreement**) is entered into this ___ day of _____, 2021 (the **Effective Date**), by and between the CITY OF MIDDLETON, a municipal corporation in the State of Idaho (**City**), WOODLAND PROPERTIES LIMITED PARTNERSHIP, an Idaho limited partnership (**Owner**), and M3 ID WOODLAND, L.L.C., an Arizona limited liability company (**Developer**).

RECITALS

WHEREAS, Owner owns approximately ___ acres legally described in **Exhibit A** attached hereto and made a part hereof (**Property**). The Property is intended to be developed by Developer and referred to as "**Quarry East**";

WHEREAS, Developer has applied to the City to rezone the Property from _____ to Mixed Use (M-U) (the **Applications**), which Applications are referenced by the City as File Nos. _____ and _____;

WHEREAS, Developer intends to improve the Property (the **Project**) in accordance with the Middleton City Code and the City's public works standards (collectively **City Code**), as modified by this Agreement; and

WHEREAS, the City, pursuant to Idaho Code Section 67-6511A, has the authority to conditionally rezone the Property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and City Code.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

**ARTICLE I
LEGAL AUTHORITY**

This Agreement is made pursuant to and in accordance with the provisions of Idaho Code §67-6511A and City Code, Title 5, Chapter 2.

ARTICLE II

Development Agreement – The Quarry (East) (File No. _____)

ZONING ORDINANCE AMENDMENT

The City will adopt an ordinance amending the Middleton Zoning Ordinance (the **Code**) to rezone the Property Mixed-Use (M-U) (the **Ordinance**). The Ordinance will become effective after it is approved, signed, published and recorded according to law, all of which actions the City will perform with the Developer's cooperation.

ARTICLE III CONDITIONS OF DEVELOPMENT

3.1 Zoning. The entirety of the Property shall be zoned Mixed-Use (M-U).

3.2 Development Density. Quarry East shall contain no more than 650 residential units (the **Maximum Density**). The configuration of such units shall be substantially consistent with the approved **Master Plan** of the Project, attached as **Exhibit B** and made a part hereof by this reference. Developer, and its heirs, successors, and assigns, shall develop the Project substantially consistent with the Master Plan concept.

3.2.1 *Re-Allocation of Density*. Developer may apply administratively to the Planning & Zoning Official for an amended preliminary plat in order to change the phasing plan and/or make adjustments to roadways and lot lines. Developer may revise roadways and lot lines to a minimal degree so long as the final plat substantially conforms to the preliminary plat, which may include changes to accommodate orderly utility installation (such as where gravity sewer versus pressure sewer services are located), circulation, as well as reduction of size of phases (whether by number of lots or land area). Developer may modify lot configurations so long as such modifications do not result in an increase in density from the approved preliminary plat. The administrative fee for the amended preliminary plat application shall be \$1,000.00. If the City Engineer deems the change to road design and/or lot lines as not substantially conforming to the final plat, Developer must apply for an amended preliminary plat and phasing plan in compliance with the public hearing procedures set forth in the Middleton City Code.

3.2.2 *Elevations*. The single-family and duplex home elevation designs shall be of similar quality and design with the examples of higher quality elevation designs shown on **Exhibit C**, which exhibit is made a part hereof by this reference. City acknowledges and agrees that the foregoing elevations are conceptual in nature but show the intent of the Developer in connection with the Project.

3.2.3 *Quality of Design*. Developer, its successors, heirs, and assigns, shall construct the residential product, community infrastructure, and community amenities substantially consistent with the standards set forth in the Design Guidelines attached hereto as **Exhibit D**, which exhibit is made a part hereof by this reference. This provision does not prevent Developer from unilaterally amending its Design Guidelines with provisions that require equivalent quality or better. Rather,

Development Agreement – The Quarry (East) (File No. _____)

the Design Guidelines attached as **Exhibit E** shall set a minimum base level of quality that must be constructed by Developer, its successors, heirs, and assigns.

3.3 Modifications to Standards. Approved modifications of the requirements of the City’s development density, lot size, and setback standards, as set forth in the Code, are attached as **Exhibit E** or are set forth in this Section 3.3. In the event of any inconsistency between the Code and this Agreement, this Agreement shall control.

3.3.1 *Setback and Lot Size Standards.* The following setback and lot size standards shall apply in Quarry East (if not specified below, general Code requirements shall apply):

Duplex Lot	
Front (to residence or side-load garage)	10 feet
Front (to garage)	20 feet
Rear	15 feet
Side	5 feet (0 feet for attached)
Minimum Lot Size	4,000 square feet
Minimum Width (N/A for irregular shaped lots)	40 feet

Cluster 4 Pack Lots	
Front (to street or side-load garage)	10 feet
Front (to garage)	20 feet or 5 feet
Rear (back of back lot)	10 feet
Side (all interior property lines)	5 feet (3 feet to shared drive)
Minimum Lot Size	4,000 square feet
Minimum Width (N/A for irregular shaped lots)	45 feet

Single Family Standard Detached Lot	
Front (to residence or side-load garage)	10 feet
Front (to garage)	20 feet
Rear	15 feet
Side	5 feet
Minimum Lot Size	5,000 square feet
Minimum Width (N/A for irregular shaped lots)	40 feet

Depictions of the foregoing are included below:

[INSERT]

3.3.2 *Additional Use Standards.* Notwithstanding the uses set forth in Middleton City Code for the Mixed-Use zone, the only uses allowed in the Project shall be (a) single-family residential homes, (b) duplex residential homes, (c) sales offices, including market trailers, model home complexes, and construction trailers during the marketing phase of the Project, (d) community recreational facilities and (e) mini self-storage, including RV storage as identified on the preliminary plat. The mini self-

storage is subject to the Design Review Process as set forth in the Middleton City Code, and Developer may not apply for a building permit until Developer obtains approval for the design from the Middleton Design Committee. The design for the mini-self storage facility may not exceed a single story.

3.3.3 *Initial Building Permits.* Upon Developer's notice of completion of all-weather access roads and fire protection facilities for any phase of the Project (and City Engineer's approval of the same), City will issue building permits for construction of up to ten (10) model homes and community facilities. Developer and City agree that the model homes and community facilities cannot receive a certificate of occupancy until Developer obtains final plat approval for the phase in which the model homes and/or community facilities are located. A model home may not be operated as a model home for public entrance and viewing until Developer obtains a Certificate of Occupancy for the Model Home. During the construction of the model homes and/or community facilities, Developer shall provide access to the Caldwell Fire Department and City in accordance with then-applicable emergency service standards or as otherwise provided in this Agreement.

3.3.4 *Private & Public Streets.* City acknowledges and agrees that private streets with gated entries may be used in Quarry East, subject to the following standards:

3.3.4.1 *Third-Party Properties.* Developer acknowledges the existence of properties owned by third parties that are within but not a part of the real property making up the Project. Developer agrees that it will provide access to properties internal to the Project that are owned by third parties, as applicable.

3.3.4.2 *Public Service Providers.* Private streets shall be accessible to public service providers, including without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water, sewer line installation and repair, and other similar public purposes.

3.3.4.3 *Street Standards.* Notwithstanding anything to the contrary in City Code, street sections shall be built in accordance with the approved preliminary plat and standards shown on **Exhibits E & F** attached hereto and made a part hereof by this reference. Minor changes to street standards and design may be approved administratively through the procedure set forth in paragraph 3.2.1 for amending the preliminary plat.

3.3.4.4 *Private Street Reserve Study.* The Project's restrictive covenants shall include a requirement that a maintenance plan be developed and maintained by the homeowners' association responsible for maintaining and repairing the private streets. Said restrictive covenants shall also state

that the City may, at its sole discretion, cause the homeowners association to enforce the same in any manner available at law or in equity. Such rights of enforcement shall be limited to the failure of the homeowners association to provide for reasonable and customary maintenance of the private streets, and shall require written notice citing the repairs the homeowners association needs make to the private streets and a reasonable time period during which the homeowners association may cure the alleged defect. Any award by a court with jurisdiction associated with such enforcement action shall only be used to cause the homeowners association to conduct (and pay for) such maintenance, which may include requiring the homeowners association to levy a special assessment in the event that the reserve funds are inadequate for required repairs and replacement costs. For clarity, **in no way shall this provision be deemed to require the City to take any particular action**, nor shall it be deemed an assignment to any extent of the homeowners association declarant rights to the City.

Prior to approval of phase 1 final plat, Developer shall submit a reserve study for the Project to the City showing the monetary amount required to adequately maintain, repair and replace the private streets, including in phase 1. The reserve study shall also set forth a method or timing of collection that will ensure said reserve amount will be collected in a sufficient amount of time to cover reasonably anticipated and customary maintenance, repair and replacement costs for said streets in accordance with industry standards. Prior to the final plat approval for each phase thereafter, Developer shall submit financial information showing that such amounts are being collected and such budgeted amounts are in accordance with the reserve study in an amount required to adequately maintain, repair and replace the private streets constructed to date. Upon recordation of the final phase final plat, the Developer shall update the reserve study prior to turn over of the association to resident members. Upon the request of the City, but no more frequently than every three years, the homeowners' association shall be required to submit to the City financial statements and budgets showing that the required funds are being set aside in the reserve account for repair and maintenance of all the private streets in the community unless the City and the homeowners' association mutually determine that such reserve studies are no longer necessary. **The association shall be responsible for the ongoing maintenance, replacement, and repair of the private streets. The association shall be responsible for ensuring the ongoing safe operation of the private streets and shall indemnify, defend, and hold the City harmless regarding any claims associated with the operation of the same. In no event is the City obligated to take on the maintenance or operation of the private streets within the Project.**

3.3.4.5 Secondary Access. Developer shall provide a secondary access prior to the 51st building permit that is paved, a minimum of 26 feet wide, and

temporary. This access may be re-located so long as there is always a secondary access available.

3.4 Domestic Water and Sewer Facilities. City will reserve sewer and water capacity at each phase as the Project progresses to completion. Except as set forth below, City will not be required to reserve sewer and water capacity until Construction Drawings are approved for each respective phase. Developer is responsible for all planning, engineering, and costs associated with extending City utilities, including sewer and water facilities, “to and through” the Property and tying into the existing City water system. If City requires Developer to oversize the utility facilities to accommodate future growth, City shall reimburse Developer for over-size work or additional lines by entering into a mutually agreeable latecomer’s fee agreement to be negotiated between Developer and City pursuant to MCC 1-17-1, which agreement will include reservation of sewer and water capacity for the Project commensurate with the capacity provided by such over-size work or additional lines. Sewer and water main lines larger than eight inches (8”) are not presumed oversized but shall require evaluation on a case-by-case basis.

If the Property cannot be served by existing wells, a water line extension through or across the Boise River may be necessary to serve the Property. If such an extension is required, Developer will be responsible for its proportionate share of the water line improvement costs (based on overall volume required to serve Quarry East as compared to the volume made available by such an improvement). If Developer constructs the water line extension through the Boise River, Developer shall be reimbursed for any costs over and above its proportionate share via a latecomer fee agreement as set forth in MCC 1-17-1 or other mutually agreeable reimbursement agreement which agreement will include reservation of water capacity for the Project. If the foregoing is included on a capital improvement plan of the City and is paid for by water hookup fees, Developer would be credited back and/or reimbursed the full value of the costs of such improvements.

Developer anticipates constructing a sewer lift station inside the project and expanding the Boise River Lift Station for purposes of completing sewer service to the Property. To the extent such lift station provides capacity to City’s sewer system beyond what is required to serve the Project, such additional capacity shall be subject to reimbursement via latecomer fee agreement set forth in MCC 1-17-1 or other mutually agreeable reimbursement agreement which agreement will include reservation of sewer capacity for the Project. If a sewer impact fee is adopted by the City, the cost of such lift station will be paid by Developer through payment of such impact fees.

3.5 Intentionally Omitted.

3.6 Irrigation. Developer will provide its own private pressurized irrigation system for the Property.

3.7 Open Space. The Project shall contain a minimum of twenty-five percent (25%) open space that includes ponds, common area parks, clubs, and landscape frontage along Middleton and Lincoln Roads.

3.8 Urban Renewal Revenue Allocation Area. Urban Renewal Revenue Allocation Area. The parties agree and acknowledge that the City of Middleton Urban Renewal Agency, an independent body, corporate and politic (the “Agency”) and the City may form an Urban Renewal Revenue Allocation Area (“RAA”), as authorized by Chapters 20 and 29, Title 50, Idaho Code, as amended, which RAA boundary may include all or a portion of the Project. In the event Urban Renewal Plan is adopted by City Council ordinance, then the RAA shall be administered and implemented by the Agency. Depending on Idaho law and the adopted Urban Renewal Plan, certain public infrastructure projects may be eligible for reimbursement as determined by the Agency, not the City. The Agency is a separate and distinct entity from the City. The City acknowledges that it will not hinder Developer from seeking reimbursement from the Agency for certain public infrastructure projects, including those identified in Section 3.4 hereof, but eligibility for reimbursement and related terms cannot be guaranteed. Nothing contained herein shall be construed as a waiver by Developer of its ability to pursue reimbursement as provided above.

3.9 Age Restriction. All residential lots shall be age-restricted to 55+ ownership and occupancy to the extent allowed under the laws of the State of Idaho or the United States. The CCRs for the Project will include said restrictions, which shall identify the authority for such restrictions, qualification requirements for occupants, disclosure requirements in connection with transfer or sale, as well as monitoring requirements. For clarity, the CCRs will require, in accordance with the Fair Housing Amendments Act, 42 U.S.C. § 3601, et seq. (1988), as amended (the “**Fair Housing Act**”) and the exemption therefrom provided by 42 U.S.C. § 3607(b)(2)(C) regarding discrimination based on familial status and that at least eight percent (80%) of the occupied residential units within the project be occupied by at least one person who is 55 years of age or older. No lot shall be occupied by any person under the age of 18, where “occupied” refers to any person who stays overnight in the lot for more than 60 days in any 12-month period. The homeowners’ association shall be solely responsible for enforcement of the foregoing restrictions in accordance with the CCRs.

3.10 Secondary Access. Unless another emergency access is proposed and agreed in writing by Developer, Caldwell Fire District, and the City, Developer shall construct a secondary access before applying for the 51st building permit. Such secondary access may be relocated with future development phases until a permanent secondary access is constructed.

3.11 Roadway Construction Requirements.

3.11.1 Frontage Improvements. Developer shall be required to construct all City-required frontage improvements on Lincoln Road and Middleton Road and dedicate the fully improved rights-of-way to the City. The Middleton Road frontage shall be constructed in compliance with the

requirements of Canyon Highway District No. 4 or City of Middleton, depending on who has jurisdiction at the time of construction.

3.11.2 Roundabout Improvements. To the extent not already included in a capital improvements plan for Canyon Highway District No. 4 or the City at the time that the Developer has final platted [INSERT] lots, Developer shall contribute its proportionate share, as determined by a regional traffic study, of the construction of the multi-lane roundabout at Middleton Road and Lincoln Road as part of Developer’s frontage improvement requirements. Upon contribution by the Developer of its proportionate share, the City shall not withhold approval of any plans or final plats for the Project, irrespective of the City or Canyon Highway District No. 4 construction of or completion of the Roundabout Improvements. To the extent right-of-way is within the control of the Developer or Canyon Highway District No. 4 or the City at the time of such construction, Developer may choose, in its sole discretion, to construct such roundabout if a mutually acceptable reimbursement agreement is executed. In such event, and if already included within a capital improvements plan, which may include the Mid-Star Service Area Capital Improvement Plan, City and/or the applicable highway district having jurisdiction will reimburse Developer for the cost of the construction and design over and above Developer’s frontage obligation. Said reimbursement may provide for credit for impact fees or other method mutually agreeable to the parties.

3.12 Final Plat Requirements. Notwithstanding the provisions in Article IV, Developer shall submit to the City to obtain City Engineer’s signature on the Phase 1 final plat within four (4) years of the preliminary plat approval. Developer may obtain a two (2) year extension to obtain the City Engineer’s signature on Phase 1 final plat by submitting an administrative written request for extension to the Middleton Planning & Zoning Official before the expiration of the initial four-year period, which approval shall not be withheld if Developer submits its request in a timely manner. The application request before City Council does not require a public hearing. If final plat for phase 1 is not submitted to the City for signature by the City Engineer within the time frame noted above, City may, at its sole discretion, terminate the entire Development Agreement, and the Project property will revert to M-1 zoning after following the notice and hearing provisions set forth in Article IV, below. Additionally, the preliminary plat will automatically become null and void. City may seek termination of the Development Agreement at any time after the noted time periods expire and City’s delay in terminating the Development Agreement shall not constitute a waiver of its right to terminate the Development Agreement.

After final plat approval for the first phase, Developer shall submit to the City to obtain the City Engineer signature the final plat for each phase in two (2) year intervals. Developer may obtain a two (2) year extension to obtain the City Engineer’s signature on the final plat for the subsequent phase by submitting an administrative written request for extension to the Middleton Planning & Zoning Official before the expiration of the previous time period,

which approval shall not be withheld if Developer submits its request in a timely manner. If Developer fails to comply with said timelines, the portions of the preliminary plat yet to be final platted will become null and void. The zoning for the unplatted area shall remain M-U zoning.

3.13 LOMR Requirements. Developer shall complete a letter of map revision (LOMR) to remove all buildable lots out of the flood plain. Pending LOMR approval, the Developer may receive building permits if elevation certificates are provided in connection with the same. However, Developer shall still comply fully with MCC 4-3-7-5(D), which requires elevation certificates even after the LOMR is approved.

3.14 Community Amenities. Developer shall provide at a minimum the following community amenities: community swimming pool, clubhouse, six (6) pickleball courts, picnic area, and community beach. The design, the timing of construction, and programming of such community amenities is at the sole discretion of Developer.

3.15 Utility Easements and Ownerships. All constructed utilities are public and Developer shall grant access and utility easement covering the constructed utilities in locations identified on the plat and as required by public utilities or agencies having jurisdiction, including the City.

3.16 Additional Conditions. The Project shall be subject to those further conditions of approval associated with the approval of the Application as contained on **Exhibit G** attached hereto and made a part hereof.

ARTICLE IV FAILURE TO COMPLY WITH AGREEMENT

4.1 Event of Default. If Developer fails to comply with any of the terms or conditions in this Agreement, then the portion(s) of this Agreement pertaining to the breach may be modified or terminated by the Middleton City Council, after complying with the notice and hearing requirement contained in Middleton City Code and Idaho Code.

If after a breach, the City Council determines that the terms of this Agreement applicable to the breach should be modified, the term(s) of this Agreement shall be amended and the Developer shall comply with the amended terms.

Any breach waived by the City shall apply solely to the breach waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

4.2 Reversion of Zoning. If after a breach and failure to cure as provided in Section 4.4, the City Council determines that the zoning of any undeveloped portions of the Property should be reverted to M-1, or as otherwise provided in the Idaho Code, then the Developer

hereby consents to such reversion or other action and will cease uses not allowed or permitted in the M-1 zone.

4.3 Judicial Enforcement. Upon a breach of this Agreement, any of the parties in any court of competent jurisdiction, by action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance of both, or may obtain rescission, disconnection, and damages for repudiation or material failure of performance.

4.4 Notice of Failed Performance and Opportunity to Cure. Upon any failure of any party to this Agreement to perform its obligations under this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

ARTICLE V GENERAL PROVISIONS

5.1 Entire Agreement. This Agreement contains the entire agreement of the parties respecting the Property and supersedes all prior discussions, and written and verbal agreements between the parties respecting the Property.

5.2 Amendment; Annexation.

5.2.1 Any amendment or addendum to this Agreement shall be in writing and made only after City has complied with the notice and hearing provisions of Idaho Code §67-6509 and Middleton City Code Title 5, Chapter 2.

5.2.2 Additional real property may be added to the definition of Property with such amendment, and the additional property identified shall, thereafter, be subject to this Agreement. If additional property is to be included with such amendment, Developer shall apply for annexation and zone change following the public hearing process set forth in the Middleton City Code. Any property annexed into Quarry East shall be subject to all provisions of the Development Agreement. A new concept plan for the additional property shall be appended to the amended development agreement.

5.3 Notice. Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

Development Agreement – The Quarry (East) (File No. _____)

Middleton: City Clerk
City of Middleton
P.O. Box 487
Middleton, Idaho 83644

Developer: M3 ID Woodland, LLC
Attn: William Brownlee
7033 E. Greenway Parkway, Suite 100
Scottsdale, Arizona 85254

With a copy to: M3 Companies
Attn: Mark Tate
1087 W. River Street, Suite 310
Boise, Idaho 83702

With a copy to: Clark Wardle LLP
Attn: Hethe Clark
PO Box 639
Boise, Idaho 83701

5.4 Enforcement Costs. If either party shall fail to perform under this Agreement and said failure is cured with the assistance of an attorney for the other party, as a part of curing said failure, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event a suit or action is filed by either party against the other to interpret or enforce this Agreement, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees incurred therein, including the same with respect to an appeal.

5.5 Effective Date; Recordation. The Agreement shall be effective only after approval by the City Council and execution by Developer, the Mayor, and City Clerk. After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of Developer.

5.6 Binding Effect. Each commitment and restriction described in this Agreement shall be a burden on the Property and run with the land, and shall be appurtenant to and for the benefit of the Property, adjacent property and other residential land near the Property. This Agreement shall be binding on City and Developer, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns. Provided, however, that if all or any portion of the Property is divided, then each owner of a legal lot shall only be responsible for duties and obligations or breaches as to their own parcels or lots. Any 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 only to such owner's lot or parcel.

5.7 Interpretation. The Property that is the subject of this Agreement is located in Canyon County, Idaho and the terms of this Agreement shall be construed according to the laws of the State of Idaho in effect at this time this Agreement is executed. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Canyon County, Idaho.

5.8 Severability. If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstance shall to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

5.9 Time of the Essence. Time is of the essence for performance of each obligation in this Agreement.

5.10 Cooperation. In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.

[end of text – signatures on following pages]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed on the Effective Date.

CITY OF MIDDLETON:

ATTEST:

By: _____
Steven J. Rule, Mayor

By: _____
Becky Crofts, City Clerk

Date: _____

Date: _____

State of IDAHO)
County of _____) ss.

I, a notary public, do hereby certify that on this _____ day of _____, 2022, personally appeared before me Steven J. Rule, who, being first duly sworn, declared that he is the Mayor of the City of Middleton, Idaho and signed it as Mayor of the City of Middleton.

Notary Public
My Commission Expires: _____

OWNER:

WOODLAND PROPERTIES LIMITED PARTNERSHIP,
an Idaho limited partnership

By: _____
Randy Wood, President

State of IDAHO)
County of _____) ss.

I, a notary public, do hereby certify that on this _____ day of _____, 2022, personally appeared before me Randy Wood, the President of Woodland Properties Limited Partnership, the Idaho limited partnership, who, being first duly sworn, declared that he signed.

Notary Public
My Commission Expires: _____

EXHIBIT A
Legal Description of Property

EXHIBIT B
Master Plan

EXHIBIT C
Elevations

EXHIBIT D
Design Guidelines

EXHIBIT E
Approved Modifications to Code

Original Code	Redline Changes to Code
<p>1-14-5 (Applications Not Requiring a Public Hearing: Phased Developments)</p> <p>Phase Developments: Application for final plat approvals shall be submitted in consecutive order following the phases on the approved preliminary plat, if any, and in intervals of not more than two (2) years. The City shall not accept an application for a final plat until after the City has issued a notice of completion to the subdivider that infrastructure has been constructed for that phase. The subdivider shall follow the "Idaho Standards for Public Works Construction" and the Middleton supplement to the "Idaho Standards for Public Works Construction" in effect at the time the final plat application is accepted by the City. If phase lines, numbers and/or development data change during development, the subdivider shall obtain City approval of an amended preliminary plat prior to filing an application for final plat.</p>	<p>Phase Developments: Application for final plat approvals shall be submitted in consecutive order following the phases on the approved preliminary plat, if any, and in intervals of not more than two (2) years, <u>except as otherwise permitted by any applicable development agreement to which the property is subject.</u> The City shall not accept an application for a final plat, unless in accordance with 5-4-7.A.3 developer posts a bond, until after the City has issued a notice of completion to the subdivider that infrastructure has been constructed for that phase. The subdivider shall follow the "Idaho Standards for Public Works Construction" and the Middleton supplement to the "Idaho Standards for Public Works Construction" in effect at the time the final plat application is accepted by the City. <u>Except as otherwise authorized in any applicable development agreement,</u> if phase lines, numbers and/or development data change during development, the subdivider shall obtain City approval of an amended preliminary plat prior to filing an application for final plat.</p>
<p>4-1-1.H (Driveways)</p> <p>All lots shall front upon a public road unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.</p>	<p>All lots shall front upon a public road <u>or approved private road,</u> unless otherwise approved by the City. Residences having a garage shall have a hard surface of concrete or asphalt driveway and approach with a width at least equal to the garage width that extends from the garage to the abutting public road. Driveways from garages not facing the street shall be a minimum twelve feet (12') wide between the garage and publicly maintained roads.</p>

<p>5-4-7.A.3 (Final Plat – Letter of Credit)</p> <p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of only landscaping and irrigation system improvements in the event that inclement weather precludes the successful installation of landscaping and irrigation.</p>	<p>The City may accept an irrevocable letter of credit, cashier's check or other guarantee in the amount of one hundred fifty percent (150%) of the estimated costs to ensure completion of only landscaping and irrigation system <u>required</u> improvements in the event that inclement weather precludes the successful installation of landscaping and irrigation. <u>Justification for bonding for landscaping or irrigation or fencing may include inclement weather.</u></p>
<p>5-4-10-2.D.2 (Roads)</p> <p>All other roads in the City are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>	<p>All other roads in the City are considered local roads and shall have a half road width of twenty five feet (25') and a total right-of-way width of fifty feet (50') <u>forty-seven feet (47')</u> or as determined by the City, provided that a ten foot (10') permanent utility easement is given along each side of the right-of-way line. Roads with fifty foot (50') rights-of-way shall have a right-of-way allowance for a minimum of twenty foot (20') curb radii and pedestrian ramps at the intersections.</p>
<p>5-4-10-2.E (Cul-De-Sac Roads)</p> <p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be six hundred feet (600') from the entrance to the center of a turnaround.</p>	<p>Cul-de-sac roads shall terminate in a circular turnaround with a right-of-way radius of at least fifty feet (50'). The City may approve an equally convenient form of turning space where extreme conditions justify. The maximum length shall be be six hundred feet (600') <u>one thousand feet (1,000')</u> from the entrance to the center of a turnaround.</p>
<p>5-4-10-2.H.2 (Road Intersections and Alignments)</p> <p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') for local roads.</p>	<p>Where any road deflects at an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector roads and one hundred twenty five feet (125') <u>forty-five feet (45')</u> for local roads.</p>

<p>5-4-10-3.A.1 (Block Lengths and Design)</p> <p>Block lengths shall not exceed one thousand one hundred feet (1,100') as measured along the road centerline from centerline intersection to centerline intersection.</p>	<p>Block lengths shall not exceed one thousand one hundred feet (1,100') <u>one thousand seven hundred feet (1,700')</u> as measured along the road centerline from centerline intersection to centerline intersection.</p>
<p>5-4-10-4.A (Lot Requirements: Lot Design)</p> <p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter. Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>	<p>Lot Design: The lot size, width, depth, shape and orientation and minimum setback lines shall comply with the minimum requirements of the zoning regulations of the City as shown in section 5-4-1, Table 2 of this chapter, <u>unless otherwise approved by the City in connection with any preliminary plat, variance request, or in connection with an approved development agreement.</u> Lot lines shall be at right angles from the front, side and back property lines, unless otherwise approved as part of a preliminary plat.</p>
<p>5-4-10-4.C (Lot Requirements: Lot Access)</p> <p>Lot Access: All lots shall front on paved public roads, and no lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>	<p>Lot Access: All lots shall front on paved public roads, and n<u>No</u> lots shall have direct access to collectors, boulevards, or arterials, unless otherwise approved by the City.</p>

EXHIBIT F

Street Standards (Modifications from ISPWC)

Original Code	Redline Changes to Code				
Streets	<u>Streets</u>				
3. Widths:	3. <u>Widths</u> :				
A. Rights of Way Widths	A. <u>Rights of Way Widths</u>				
1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.	1. All section-line and quarter section-line roads shall be 100 ft (50 ft each side) minimum right of way width.				
2. Roads listed below shall have the following right-of-way widths:	2. Roads listed below shall have the following right-of-way widths:				
Arterials and Collectors	Half-Road Width	Total Road Width	Arterials and Collectors	Half-Road Width	Total Road Width
Emmett Road	50 feet	100 feet	Emmett Road	50 feet	100 feet
Hartley Lane	50 feet	100 feet	Hartley Lane	50 feet	100 feet
Cemetery Road	50 feet	100 feet	Cemetery Road	50 feet	100 feet
Middleton Road	50 feet	100 feet	Middleton Road	50 feet	100 feet
Duff Lane	50 feet	100 feet	Duff Lane	50 feet	100 feet
Lansing Lane	50 feet	100 feet	Lansing Lane	50 feet	100 feet
Kingsbury Road	50 feet	100 feet	Kingsbury Road	50 feet	100 feet
Blessinger Road	50 feet	100 feet	Blessinger Road	50 feet	100 feet
Can-Ada Road	50 feet	100 feet	Can-Ada Road	50 feet	100 feet
9 th Street	50 feet	100 feet	9 th Street	50 feet	100 feet
Willis Road	50 feet	100 feet	Willis Road	50 feet	100 feet
Meadow Park St.	50 feet	100 feet	Meadow Park Street.	50 feet	100 feet
Purple Sage Road	50 feet	100 feet	Purple Sage Road	50 feet	100 feet
Cornell Street	50 feet	100 feet	Cornell Street	50 feet	100 feet
River Street	50 feet	100 feet	River Street	50 feet	100 feet
Landruff Lane	50 feet	100 feet	Landruff Lane	50 feet	100 feet
Canyon Road	50 feet	100 feet	Canyon Road	50 feet	100 feet
Freezout Road	50 feet	100 feet	Freezout Road	50 feet	100 feet
El Paso Road	50 feet	100 feet	El Paso Road	50 feet	100 feet
Lincoln Road	50 feet	100 feet	<u>Lincoln Road</u>	<u>50 feet</u>	<u>100 feet</u>
Peel Street	50 feet	100 feet	Peel Street	50 feet	100 feet
KCID Road	50 feet	100 feet	<u>KCID Road</u>	<u>50 feet</u>	<u>100 feet</u>
Wood Avenue	50 feet	100 feet	Wood Avenue	50 feet	100 feet
Bass Lane	40 feet	80 feet	Bass Lane	40 feet	80 feet

<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of thirty-eight (38) feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis</p>	<p>B.</p> <p>Improved Section: All improved sections classified as local roads shall have widths from back-of-curb to back-of-curb of <u>thirty-three (33)</u> feet. Developments that submit improved sections different from the standard may be evaluated and approved on a case-by-case basis. <u>Private streets may deviate from this minimum. Reduced street sections must meet minimum dimensions for emergency services. Private streets must meet the minimum street section of 3" of asphalt, 6" of road mix, and 15" of pit run, unless approved by a geotechnical engineer and the city engineer.</u></p>
<p>4. <u>Private Lane</u></p> <p>A. A private lane may be constructed to access up to 3 (3) single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved b y the City. Private lanes will not be allowed to access more than three (3) single-family residences.</p>	<p>4. <u>Private Lane</u></p> <p>A. A private lane may be constructed to access up to <u>six (6)</u> single-family residences. Private lanes will be reviewed on a Case -by-case basis and specifically approved by the City. Private lanes will not be allowed to access more than <u>six (6)</u> single-family residences.</p>
<p>6.</p> <p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and 4'-0" wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.</p>	<p>D. Valley Gutters: Valley gutters shall be a minimum of 10" thick and <u>3'- 0"</u> wide with #4 rebar longitudinal at 12" on center and #4 rebar on both ends and in the middle. Valley gutter base shall be a minimum of 6" thick of three-quarter inch (3/4") crushed aggregate gravel placed as specified in Section 802 ISPWC.</p>
<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p>4. Class I, class II, and class III trees (listed in Appendix A) may be planted a minimum of five (5') away from sidewalk. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.</p>	<p>7.</p> <p>D.</p> <p>3. Tree Planting of any type is prohibited within ten feet (10') of any seepage bed or sand filter facility, structure, piping system, fire hydrant or utility box.</p> <p><u>4. Class I, Class II, and Class III trees in Appendix B may be planted a minimum of three (3') away from sidewalk with the installation of root barriers and 4' without root barriers. All other trees not listed shall be planted at least fifteen (15') feet behind the back of the sidewalk.</u></p>

<p>10. <u>Street lights</u> A. Street lights shall be installed at intersections, cul-de-sacs and at a maximum of 400-foot intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.</p>	<p>10. <u>Street lights</u> A. Street lights <u>on private streets</u> may be shall be installed at intersections, cul-de-sacs and at a maximum of <u>600-foot</u> intervals, or as sufficient to support safety for all users, including pedestrians and non-motorized users.</p>
<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads.</p>	<p>11. Street Signs. Post shall be type E-1 as shown in SD-1 130 of the ISPWC with 14-gauge wall thickness. Street signs shall be in conformance with Manual on Uniform Traffic control Devices and shall be a nine-inch (9") blank, six-inch (6") all capital lettering, no border, with retro-reflective, high intensity background, with the street type superscript (upper right). Submit a shop drawing to the City for approval. Speed limit signs shall be installed by the devoper-20 mph for subdivision roads. <u>Alternative pole dimensions are allowed on private streets.</u></p>
<p>15 1. The width of the driveway abutting the public street shall match the width of the garage.</p>	<p>15 1. The width of the driveway abutting the public street shall match the width of the garage. <u>Alternative driveway configurations, including configurations narrower than the garage, are allowed.</u></p>
<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet in width.</p>	<p>Access Local Roads 1. Residences having a three (3) car garage shall have a driveway width at least equal to the three (3) car garage that extends from the garage to the abutting public street. <u>Alternative configurations, including configurations narrower than the garage, are allowed.</u> 2. Driveway spacing near intersections. Driveways on local roads shall be located a minimum of seventy-five (75) feet <u>from centerline of the applicable intersection in</u> in width.</p>

EXHIBIT G
Conditions of Approval

1. Preliminary plat to be revised to plat all portions of parcel no. R 340770 in order to avoid creation of a non-conforming lot. The applicant may process a boundary line adjustment in connection with the present application process.
2. Developer to choose a new street name for Walcott "Place" in Phase 3.
3. The Loop road in Phase 5 may have only 1 street name rather than the 3 names "Marl", "Cotta" and "Shale" Avenue currently chosen.
4. Developer shall comply with all Caldwell Fire Department comments approved by the City.

Exhibit "A"
The Quarry – Annexation Description
Project No. 10-20-057 August 11, 2021

A tract of land situate in portions of Section 18, Township 4 North, Range 2 West, Boise Meridian, County of Canyon, State of Idaho, and being more particularly described as follows:

Commencing at the northeast corner of said Section 18; thence from said Point of Commencement, South 01°21'46" West, coincident with the east line of said Section 18, a distance of 2,624.60 feet to the east quarter corner of said Section 18; thence continuing South 01°21'46" West, continuing coincident with said east line, a distance of 2,624.60 feet to the southeast corner of said Section 18; thence leaving said east line, North 89°44'28" West, coincident with the south line of said Section 18, a distance of 40.01 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, continuing North 89°44'28" West, continuing coincident with said south line, a distance of 2,596.62 feet to the south quarter corner of said Section 18; thence North 89°44'08" West, continuing coincident with said south line, a distance of 1,318.19 feet to the southeast corner of Government Lot 4 of said Section 18; thence North 00°20'10" East, coincident with the east line of said Government Lot 4, a distance of 245.06 feet to the southeast corner of the tract of land shown as Parcel A on the Record of Survey recorded as Instrument No. 2017-040914, Canyon County Records; thence leaving said east line, coincident with the southerly lines of said Parcel A, the following seven (7) consecutive courses and distances:

1. South 80°30'54" West, a distance of 87.88 feet,
2. North 27°46'43" West, a distance of 74.18 feet,
3. North 79°35'19" West, a distance of 112.61 feet,
4. North 74°33'56" West, a distance of 276.58 feet,
5. North 00°13'53" East, a distance of 46.53 feet,
6. North 83°15'33" West, a distance of 387.49 feet, and
7. South 00°13'53" West, a distance of 478.10 feet to a point on the south line of said Section 18;

thence leaving said southerly lines, North 89°44'08" West, coincident with said south line, a distance of 385.23 feet to the southwest corner of said Section 18; thence leaving said south line, coincident with the west line of said Section 18, the following two (2) consecutive courses and distances:

1. North 00°11'49" East, a distance of 1,319.11 feet to the northwest corner of said Government Lot 4, and
2. continuing North 00°11'49" East, a distance of 1,319.11 feet to the west quarter corner of said Section 18;

thence leaving said west line, South 89°35'07" East, coincident with the north line of Government Lot 3 of said Section 18, a distance of 1,275.45 feet to the northeast corner of said Government Lot 3; thence leaving said north line, continuing South 89°35'07" East, coincident with the north line of the northeast quarter of the southwest quarter of said Section 18, a distance of 1,333.80 feet to the center quarter corner of said Section 18; thence leaving said north line, North 00°40'41" East, coincident with the west line of the northeast quarter of said Section 18, a distance of 1,315.68 feet to the center north sixteenth corner of said

Section 18; thence leaving said west line, South $89^{\circ}30'28''$ East, coincident with the north line of the south half of the northeast quarter of said Section 18, a distance of 2,643.62 feet to a point on a line lying 40.00-feet westerly of and parallel with the east line of said Section 18; thence coincident with said parallel line, the following two (2) consecutive courses and distances:

1. South $01^{\circ}21'46''$ West, a distance of 1,312.27 feet to a point on the east-west centerline of said Section 18, and
2. continuing South $01^{\circ}21'46''$ West, a distance of 2,624.71 feet to the **Point of Beginning**.

Containing an area of 386.60 acres of land, more or less.

End of Description.

Large traffic study, Geotech Report and Stormwater report available upon public records request