



CITY OF Caldwell, Idaho

Planning & Zoning

HEARING REVIEW APPLICATION

Type of Review Requested (check all that apply)

HE 11-14 CC:

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

RECEIVED
OCT 23 2017

STAFF USE ONLY:
 File number(s): Ann-17-05
3504 College Ave Arney
 Project name: _____
 Date filed: 10/23 Date complete: _____
 Related files: _____

Subject Property Information

Address: 3504 College Ave. Parcel Number(s): R357370000
 Subdivision: _____ Block: _____ Lot: _____ Acreage: 999 Zoning: County
 Prior Use of the Property: Single Family Dwelling R-1
 Proposed Use of the Property: Single Family Dwelling

Applicant Information:

Applicant Name: Willard D. DUGAN Phone: 208-504-8148
 Address: 3504 College Ave City: _____ State: _____ Zip: _____
 Email: WDDUGAN7@REAGAN.COM Cell: _____

Owner Name: Willard D. DUGAN Phone: 208-504-8148
 Address: 3504 College Ave City: Caldwell State: ID Zip: 83605
 Email: WDDUGAN7@REAGAN.COM Cell: 208-504-8148

Agent Name: (e.g., architect, engineer, developer, representative) _____
 Address: _____ City: _____ State: _____ Zip: _____
 Email: _____ Cell: _____

Authorization

Print applicant name: Willard D. DUGAN
 Applicant Signature: Willard Dugan Date: _____

AI

Project Name:	File #: <u>Ann-17-05</u>
Applicant/Agent: <u>Wilson D. DUGAN</u>	

Applicant (v)	Description	Staff (v)
	Completed & signed Hearing Review Master Application	
	Narrative fully describing the proposed use/request, including current potable water supply and current sewage system	
<input checked="" type="checkbox"/>	Recorded warranty deed for the subject property	
<input checked="" type="checkbox"/>	Signed Property Owner Acknowledgement (if applicable)	
	Vicinity map, showing the location of the subject property (8 1/2" x 11")	
	Site Plan The following are suggested items that may be shown on the site plan:	
	• Property boundaries of the site	
	• Existing buildings on the site	
	• Parking stalls and drive aisles	
	• Sidewalks or pathways (proposed and existing)	
	• Fencing (proposed and existing)	
	Metes and bounds legal description for the site to be annexed (must be submitted in electronic format).	
<input checked="" type="checkbox"/>	Landscape Plan (if applicable)	
	Neighborhood Meeting sign-in sheet	
	Fee	

STAFF USE ONLY:

Date Application Received: 10/23/17

Received by: JW

Proposed Hearing Date: _____

Hearing Body: _____

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I WANT TO OBTAIN CITY
ANNEX SO THAT I WILL
BE ABLE TO USE THE WATER
SYSTEM FOR OUR NEEDS OF
OUR FAMILY AND FOR THE
NEEDS OF OUR GARDENS AND
DOMESTIC ANIMALS ^{AND} AS FOR
THE INDOOR APPLIANCES.

William D. Deegan



3504 College Ave

THIS DEED OF TRUST, Made this 10TH day of May, 19 78, BETWEEN WILLARD D. DUGAN and PATRICIA S. DUGAN, husband and wife, herein called GRANTOR, whose address is

CANYON ABSTRACT & TITLE COMPANY, LTD., herein called TRUSTEE, and WILLIAM O. COATS AND DOROTHY I. COATS, husband & wife, herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon State of Idaho, described as follows and containing not more than twenty acres:

The North Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 34, Township 4 North, Range 3 West, B.M., Canyon County, Idaho, EXCEPTING THEREFROM: Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 34, and running thence East along the North boundary line thereof a distance of 532 feet; thence running South along a line parallel with the West line of said 10 acre tract a distance of 249.35 feet; thence running West along a line parallel with the North boundary line of said 10 acre tract a distance of 532 feet to a point in the West boundary line of said 10 acre tract; thence running North along said West boundary line a distance of 249.35 feet to the Point of Beginning. ALSO EXCEPTING the East 30 feet thereof.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of -----TEN THOUSAND AND NO/100----- Dollars, (\$10,000.00), final payment due

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require