



CITY OF Caldwell, Idaho

Planning & Zoning

HEARING REVIEW APPLICATION

Type of Review Requested (check all that apply)

RECEIVED
JAN 03 2018

- 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 _____

STAFF USE ONLY:

File number(s): SUP-18-01

Project name: Blue King Studio LLC

Date filed: 1-3-2018 Date complete: _____

Related files: _____

Subject Property Information

Address: 2402 Cleveland Parcel Number(s): _____

Subdivision: _____ Block: _____ Lot: _____ Acreage: _____ Zoning: C-2

Prior Use of the Property: _____

Proposed Use of the Property: _____

Applicant Information:

Personal Applicant Name: J.R. Flores Phone: 2088590969

Address: 2408 Cleveland Blvd City: Caldwell State: ID Zip: 83605

Email: BlueKingStudio1@gmail.com Cell: 2088590969

property Owner Name: Fred King Phone: 208-999-6496

Address: 2402 CLEVELAND BLVD City: CALDWELL State: ID Zip: 83605

Email: _____ Cell: _____

Agent Name: (e.g., architect, engineer, developer, representative) _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Cell: _____

Authorization

Print applicant name: J.R. Flores

Applicant Signature: [Signature] Date: 12-20-17

A-1

Project Name:	<i>Blue Key Studio LLC</i>	File #:	<i>Sub-18-01</i>
Applicant/Agent:	<i>J.R. Flores</i>		

Applicant (v)	Description	Staff (v)
	Completed & signed Hearing Review Master Application	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Narrative fully describing the proposed use/request <i>Key Shop - to tattoo studio</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Recorded warranty deed for the subject property <i>same</i>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Signed Property Owner Acknowledgement (if applicable)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Vicinity map, showing the location of the subject property (8 1/2" x 11")	
<input checked="" type="checkbox"/>	Site Plan The following are suggested items that may be shown on the site plan:	
<input checked="" type="checkbox"/>	• Property boundaries of the site	
<input checked="" type="checkbox"/>	• Existing buildings on the site	
<input checked="" type="checkbox"/>	• Parking stalls and drive aisles	
<input checked="" type="checkbox"/>	• Sidewalks or pathways (proposed and existing)	
<i>NA</i>	• Fencing (proposed and existing)	
<input checked="" type="checkbox"/>	Floor Plan	
	Landscape Plan (if applicable)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Neighborhood Meeting sign-in sheet	<input checked="" type="checkbox"/>
	Fee	<input checked="" type="checkbox"/>

RECEIVED
JAN 03 2018

STAFF USE ONLY:	
Date Application Received:	<i>1-3-2018</i>
Received by:	<i>Brian Billingsley</i>
Proposed Hearing Date:	_____
Hearing Body:	_____

J.R. Flores

1004 North C Street Parma, ID | 208-859-0969 | bluringstudio1@gmail.com

January 2, 2018

City of Caldwell
411 Blaine Street
PO Box 1179
Caldwell, ID 83605

Dear City of Caldwell:

I am J.R. Flores, I have owned and operated Blue Ring Studio LLC for nearly 5 years now. I am currently located at 2408 cleveland blvd and would like to purchase a perminant location located on the corner of (2402) cleveland blvd and Indian.

I do understand that "beautification" of the property will be required due to the change of ownership of the property.

I am requesting that while the beautification is being completed, I may still be able to actively run and work for my business from the new location.

Being a single father with two kids I cannot afford to delay any work. I am taking the next step in life to build a better life for my family, show my kids how to work hard, be responsible eventually pass the business down to them.

I look forward to your decision.

Thanks for your consideration,



J.R. Flores

2402 Cleveland Boulevard, Caldwell, ID 83605

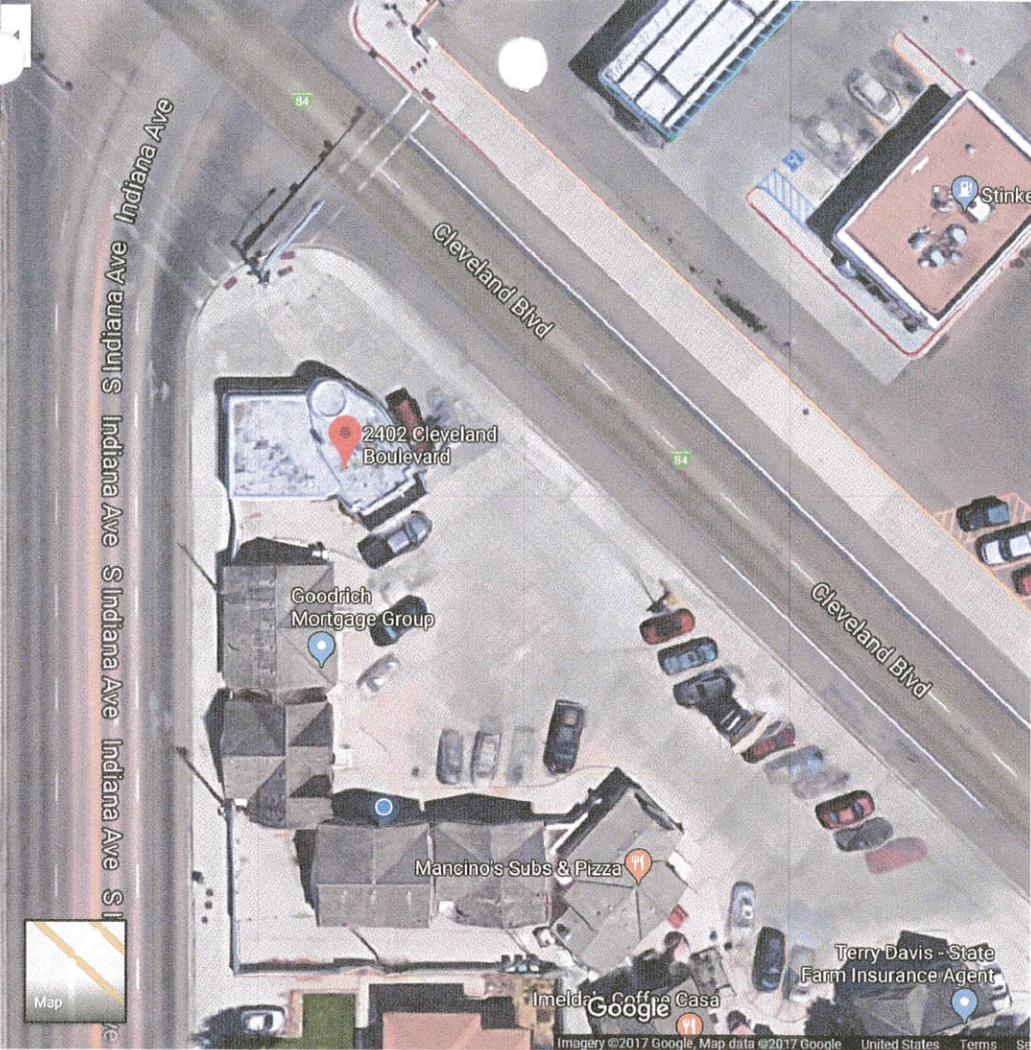


2402 Cleveland Blvd
Caldwell, ID 83605

Directions

SAVE NEARBY SEND TO YOUR PHONE SHARE

Add a missing place
Add a label

2402 Cleveland Boulevard, Caldwell, ID 83605

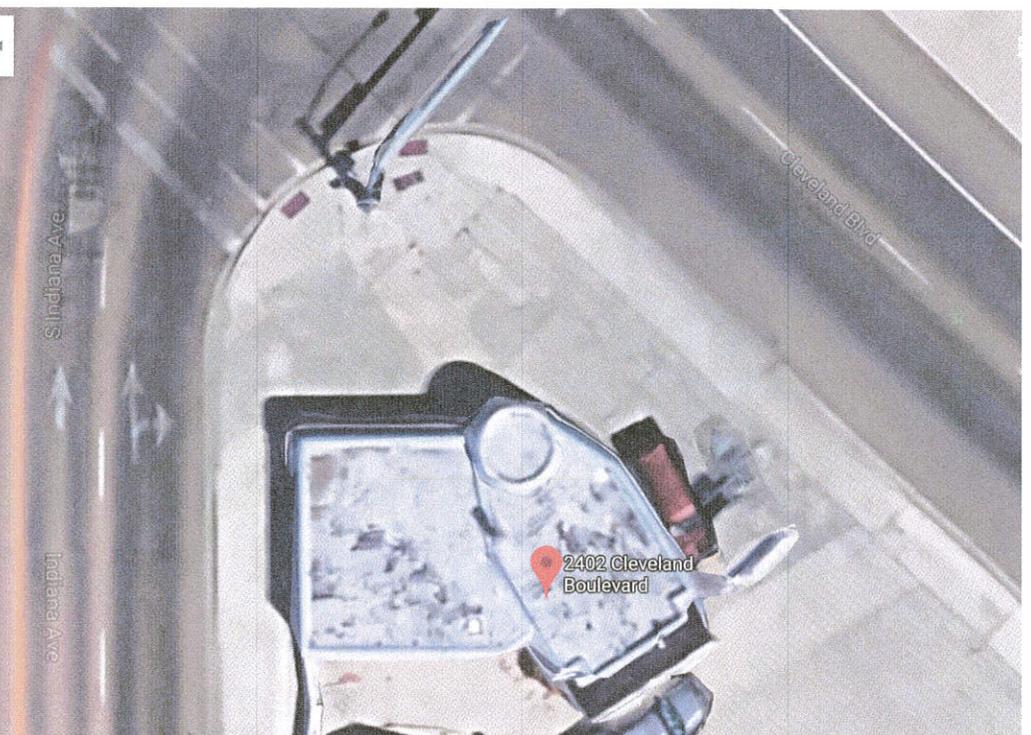


2402 Cleveland Blvd
Caldwell, ID 83605

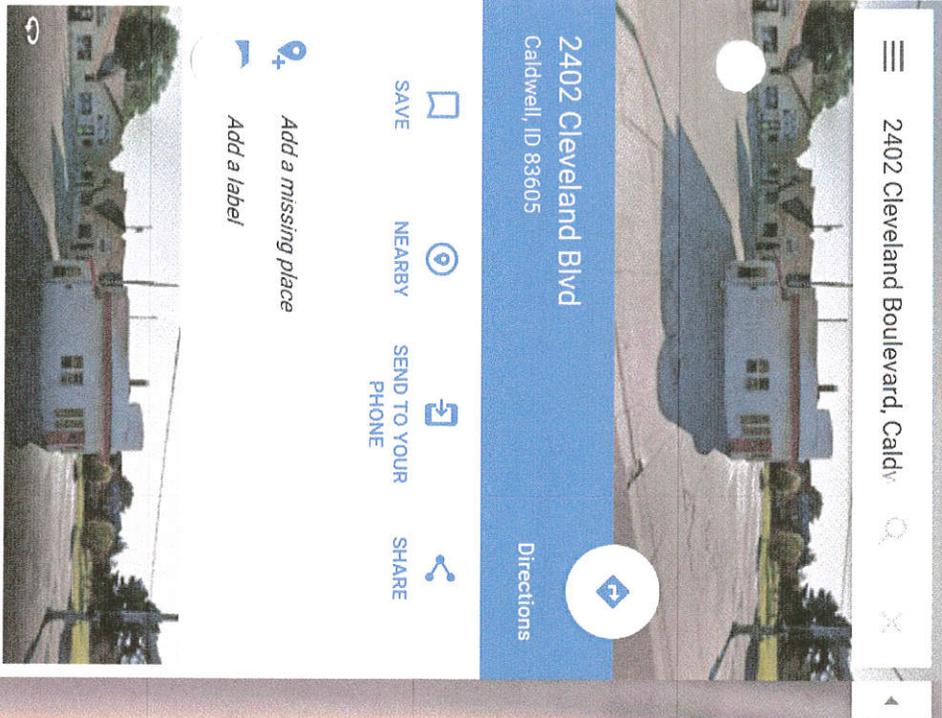
Directions

SAVE NEARBY SEND TO YOUR PHONE SHARE

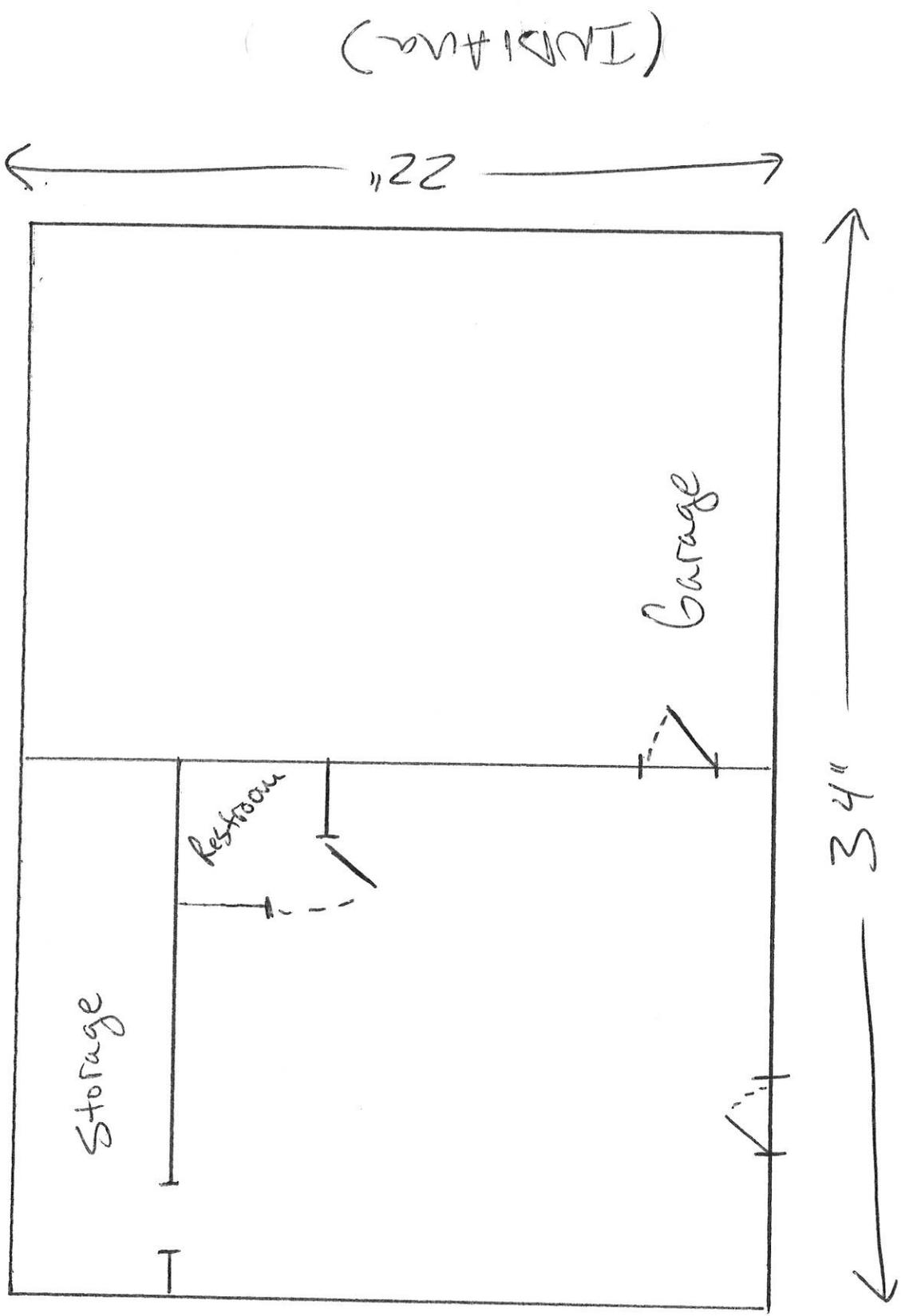
Add a missing place
Add a label

A3



~~748 sq ft~~
952 sq ft
BUD



(INDIANA)

Store front (Cleveland BUD)

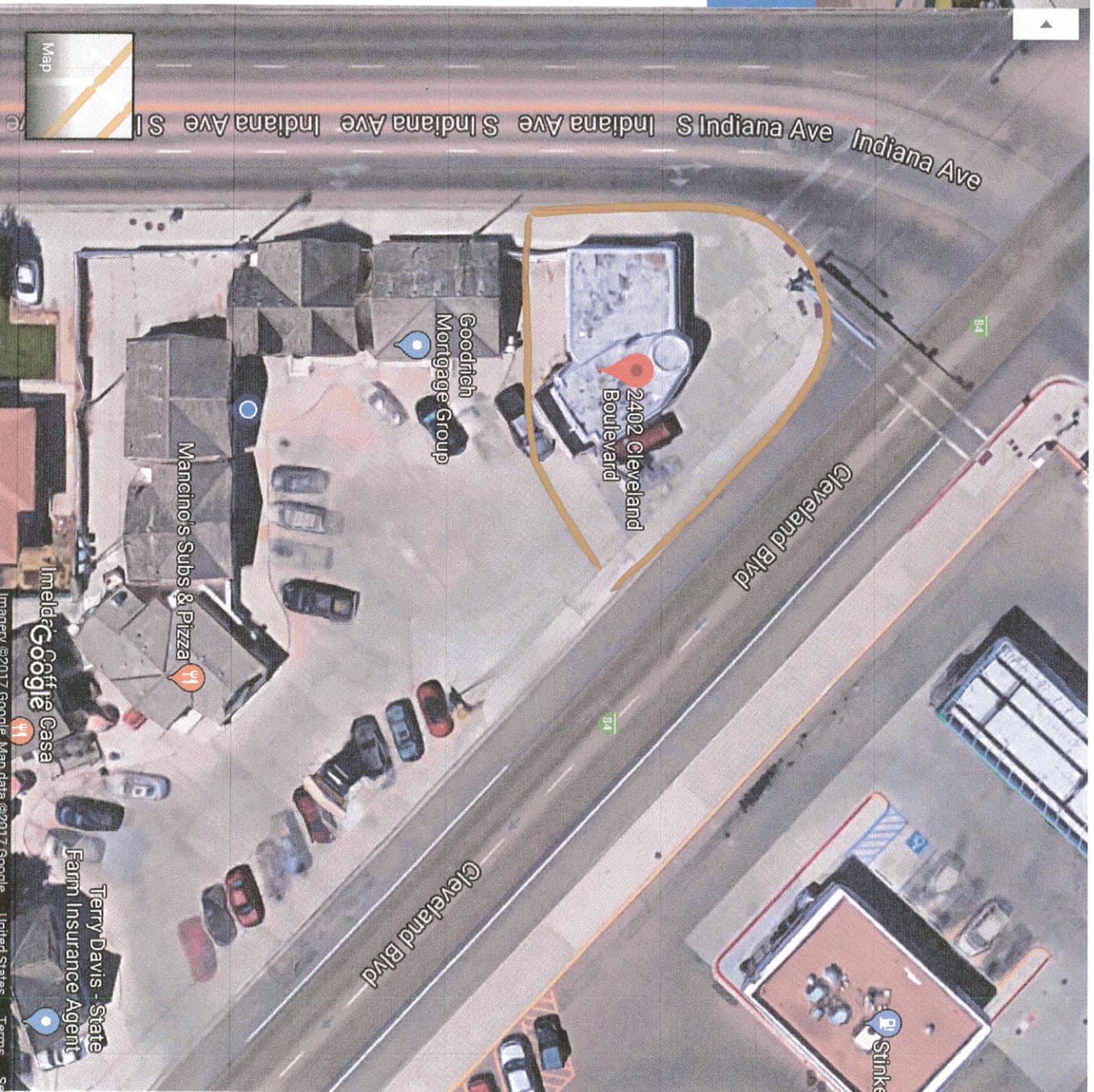
2402 Cleveland Boulevard, Caldwell, ID 83605

2402 Cleveland Blvd
Caldwell, ID 83605

Directions

- SAVE
- NEARBY
- SEND TO YOUR PHONE
- SHARE

- Add a missing place
- Add a label



A-4

NEIGHBORHOOD MEETING FORM

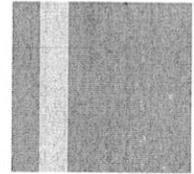
INSTRUCTIONS:

Section 10-03-12: NEIGHBORHOOD MEETINGS:

- (1) Applicants shall conduct a neighborhood meeting prior to the first public hearing for any of the following: special use permit applications; variance applications; annexation applications; planned unit development applications; preliminary plat applications; and, rezone applications.
- (2) The neighborhood meeting shall be conducted after a round table meeting has been held, provided a round table meeting was required, and prior to the first public hearing related to the application. In no instances shall the application be heard at a public hearing until the neighborhood meeting has been held.
- (3) It shall be the sole duty of the applicant to provide written notice of a neighborhood meeting to all property owners or purchasers of record owning property within three hundred feet (300') of the exterior boundary of the subject property; except that in the case of variance applications only, written notice of a neighborhood meeting only needs to be provided to property owners immediately adjacent to the subject property. Notice of a neighborhood meeting shall be in addition to, and not combined with, notices already required by this chapter, and shall include the date, time, location and purpose of the meeting.
- (4) The purpose of the neighborhood meeting shall be to review the proposed project and discuss neighborhood concerns, if any.
- (4) The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday or holiday weekend.
- (5) The meeting shall be held at one of the following locations:
 - A. On the subject property;
 - B. At a nearby available public meeting place including, but not limited to, a fire station, library, school, or community center; or
 - C. An office space with suitable meeting facilities if such facilities are within a one-mile radius of the nearest public meeting place.
- (6) The neighborhood meeting shall be conducted after a round table meeting has been held at the City, provided a round table meeting was required, and prior to acceptance of the application (except as listed in #2 above).
 - Notices of the neighborhood meeting shall be placed in the mail at least ten (10) days prior to the date of the neighborhood meeting.
- (7) The neighborhood meeting form shall be obtained from the Planning and Zoning Department and shall be completed and submitted to the Planning and Zoning Department when complete.

Plat room - ask for 300ft meeting list

J.R. Flores III
2408 Cleveland Boulevard Caldwell, ID 83605
208-859-0969
blueringstudio1@gmail.com



December 20, 2017

I am J.R. Flores, the owner of Blue Ring Studio LLC currently located at the address stated above - 2408 Cleveland Boulevard.

This letter is to invite you of a neighborhood meeting that is scheduled for January 2nd, 2018 at 5:00 p.m. -5:30 p.m. located at 2408 Cleveland Boulevard.

The purpose for this meeting is to answer any questions are concerns the neighborhood may have with my intentions of moving my company to the property located at - 2402 Cleveland Boulevard.

Sincerely,

J.R. Flores III



AT-8

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

Start Time of Neighborhood Meeting: 5:00 pm

End Time of Neighborhood Meeting: 5:30 pm

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

PRINTED NAME

ADDRESS, CITY, STATE, ZIP

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____
- 19. _____

No one attended

A-8

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

Neighborhood Meeting Certification:

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

Description of the proposed project: Special Use permit application

Date of Round Table meeting: ~~6/11/17~~ 6/11/17

Notice sent to neighbors on: 12/21/17

Date & time of the neighborhood meeting: January 02, 2018

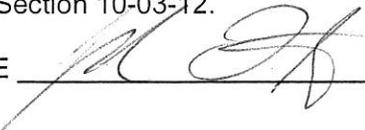
Location of the neighborhood meeting: 2408 Cleveland Blvd Caldwell, ID

Developer/Applicant:

Name: Julian J.R. Flores III

Address, City, State, Zip: 2408 Cleveland Blvd Caldwell, ID 83605

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

DEVELOPER/APPLICANT SIGNATURE  DATE 1/2/18



610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 640446 VH/LF

Beneficiary Initials _____

DEED OF TRUST

THIS DEED OF TRUST, Made December 27, 2017 between Blue Ring Studio L.L.C., an Idaho Limited Liability Company herein called GRANTOR, whose address is 1004 North C Street, Parma, ID 83660; Pioneer Title Company of Canyon County, herein called TRUSTEE; and Fred K. King whose mailing address is 915 6th Street North, Nampa, ID 83687, 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:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

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 \$45,000.00 Forty Five Thousand Dollars and No Cents final payment due October 28, 2024, 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 thereon; not to commit, suffer or permit any act upon said property in violation of law to cultivate, irrigate, fertilize, fumigate, prune and

AJD

(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 attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) 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 Trustor 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 power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

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 prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any

Notice of sale having been given as then required by law, and no less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

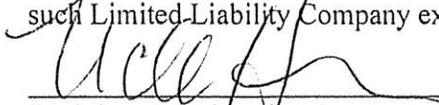
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.



Blue Ring Studio L.L.C.
By: J.R. J Flores, Manager

State of Idaho, County of Canyon

On this 28th day of December in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared J.R. J Flores, known or identified to me to be the Managing Member of the Limited Liability Company that executed the foregoing instrument, and acknowledged to me that such Limited Liability Company executed the same.



Residing at: Caldwell, ID
Commission Expires: 12/2/2022



[Handwritten mark]



610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 640446 VH/LF

WARRANTY DEED

For Value Received Fred K. King, an unmarried man
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Blue Ring Studio L.L.C., an Idaho Limited Liability Company
hereinafter referred to as Grantee, whose current address is 1004 North C Street Parma, ID 83660

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: December 27, 2017

Fred K. King
State of Idaho, County of Canyon

On this ___ day of December in the year of 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Fred K. King known or identified to me to be the person/persons whose

[Handwritten initials]

Property Owner Acknowledgement

I, Fred King
~~J.R. Flores~~ _____, 2402 CLEVELAND BLVD.
(Name) (Address)

CALDWELL _____, IDAHO
(City) (State)

being first duly sworn upon, oath, depose and say:

1. That I am the record owner, or authorized designee of the record owner of property located at

2402 CLEVELAND BLVD

(Address)

and I grant my permission to:

J.R. Flores _____, 2408 CLEVELAND BLVD
(Name) (Address)

Caldwell _____, Idaho
(City) (State)

to submit the accompanying application(s) pertaining to that property.

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

Dated this 20 day of DECEMBER, 2017

Fred King

(Signature)