



## COMMUNITY DEVELOPMENT DEPARTMENT

### Planning & Zoning Division

Caldwell City Hall: 205 S 6<sup>th</sup> Avenue | Mail: PO Box 1179 Caldwell, ID 83606 | Phone: 208-455-3024  
<https://www.cityofcaldwell.org/Departments/Community-Development/Building-Safety-Division>

Robin Collins, PCED, CBO | Community Development Director & Building Official

# Master Land Use Application

This Master Land Use Application and specific land use checklists must be completed, with all required supplemental documents provided, prescreening passed, and fees paid for an application to be considered complete and accepted.

**Hearing dates and codes utilized for review are based on the date is “complete and accepted”.**

Failure to submit all requested items (in legible form) may delay the processing of your application.

#### APPLICATION LEGEND:

\* = Public hearing(s) required

\*\* = May require public hearing

\*\*\* = City Council consent agenda

All others are considered Administrative Staff Level Reviews

## I. Application Requests (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Admin Director Determination                   | <input type="checkbox"/> Lot Split (Administrative)                | <input type="checkbox"/> Subdivision (Prelim) Plat*        |
| <input type="checkbox"/> Administrative Development Review <sup>2</sup> | <input type="checkbox"/> Lot Split (Simple)                        | <input type="checkbox"/> Subdivision (Final) Plat***       |
| <input type="checkbox"/> Alternative Method of Compliance               | <input type="checkbox"/> Manufactured Home Community*              | <input type="checkbox"/> Subdivision (Short) Plat*         |
| <input type="checkbox"/> Annexation w/Zoning*                           | <input type="checkbox"/> Mobile Food Unit (Individual)             | <input type="checkbox"/> Subdivision Plat Modification**   |
| <input type="checkbox"/> Business License (Permit)                      | <input type="checkbox"/> Mobile Food Unit Park / Court             | <input type="checkbox"/> Subdivision Plat (Time Extension) |
| <input type="checkbox"/> Certificate of Appropriateness*                | <input type="checkbox"/> Modification to Conditions of Approval**  | <input type="checkbox"/> Subdivision Plat (Renewal)        |
| <input type="checkbox"/> Comprehensive Plan (Map) Amendment*            | <input type="checkbox"/> Outdoor Dining Permit                     | <input type="checkbox"/> Temporary Use Permit              |
| <input type="checkbox"/> Comprehensive Plan (Text) Amendment*           | <input type="checkbox"/> Parcel Consolidation                      | <input type="checkbox"/> Traffic Impact Study Review       |
| <input type="checkbox"/> Deannexation*                                  | <input type="checkbox"/> Performance Bonding                       | <input type="checkbox"/> Vacation (Easement)*              |
| <input type="checkbox"/> Design Review**                                | <input type="checkbox"/> Planned Unit Development (New)*           | <input type="checkbox"/> Vacation (Plat Note) *            |
| <input type="checkbox"/> Development Agreement (New)*                   | <input type="checkbox"/> Planned Unit Development (Modification)** | <input type="checkbox"/> Vacation (ROW) *                  |
| <input type="checkbox"/> Development Agreement (Modification)**         | <input type="checkbox"/> Public Art / Mural                        | <input type="checkbox"/> Variance*                         |
| <input type="checkbox"/> Development Agreement (Termination)*           | <input type="checkbox"/> Rezone* (Zoning Map Amendment)            | <input type="checkbox"/> Zoning Ordinance Text Amendment*  |
| <input type="checkbox"/> Home Occupation Permit (New)                   | <input type="checkbox"/> Signs <sup>1</sup>                        |  |
| <input type="checkbox"/> Home Occupation Permit (Renewal)               | <input type="checkbox"/> Special Use Permit (New)*                 |  |
| <input type="checkbox"/> Lot Line / Boundary Line Adjustment            | <input type="checkbox"/> Special Use Permit (Modification)**       |  |

### Footnotes:

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

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

## II. General Project / Site Information

<b>Project or Development Name:</b> <i>(for business licensing, use business name)</i>																											
<b>Site Address(s):</b> <i>Upload separate attached sheet if more than six (6) site addresses</i>																											
<b>Suite #s:</b>																											
<b>Parcel #s:</b>																											
<b>Total Acres:</b>																											
<b>Prior Use of Property:</b>																											
<b>Proposed Use of Property:</b>																											
<b>Current Zoning of Subject Parcel(s):</b> <i>(check all that apply)</i>	<table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/> RS-1</td> <td><input type="checkbox"/> C-1</td> <td><input type="checkbox"/> M-1</td> <td><input type="checkbox"/> D-CC</td> <td><input type="checkbox"/> A-D</td> <td rowspan="5" style="vertical-align: top; padding-left: 20px;"> <input type="checkbox"/> Property in County             List County Designation:   <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 20px;"></div> </td> </tr> <tr> <td><input type="checkbox"/> RS-2</td> <td><input type="checkbox"/> C-2</td> <td><input type="checkbox"/> M-2</td> <td><input type="checkbox"/> C-CB</td> <td><input type="checkbox"/> C-D</td> </tr> <tr> <td><input type="checkbox"/> -1</td> <td><input type="checkbox"/> C-3</td> <td><input type="checkbox"/> I-P</td> <td><input type="checkbox"/> T-N</td> <td><input type="checkbox"/> H-D</td> </tr> <tr> <td><input type="checkbox"/> R-2</td> <td><input type="checkbox"/> C-4</td> <td></td> <td></td> <td><input type="checkbox"/> P-D</td> </tr> <tr> <td><input type="checkbox"/> R-3</td> <td><input type="checkbox"/> H-C</td> <td></td> <td></td> <td></td> </tr> </table>	<input type="checkbox"/> RS-1	<input type="checkbox"/> C-1	<input type="checkbox"/> M-1	<input type="checkbox"/> D-CC	<input type="checkbox"/> A-D	<input type="checkbox"/> Property in County  List County Designation:  <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 20px;"></div>	<input type="checkbox"/> RS-2	<input type="checkbox"/> C-2	<input type="checkbox"/> M-2	<input type="checkbox"/> C-CB	<input type="checkbox"/> C-D	<input type="checkbox"/> -1	<input type="checkbox"/> C-3	<input type="checkbox"/> I-P	<input type="checkbox"/> T-N	<input type="checkbox"/> H-D	<input type="checkbox"/> R-2	<input type="checkbox"/> C-4			<input type="checkbox"/> P-D	<input type="checkbox"/> R-3	<input type="checkbox"/> H-C			
<input type="checkbox"/> RS-1	<input type="checkbox"/> C-1	<input type="checkbox"/> M-1	<input type="checkbox"/> D-CC	<input type="checkbox"/> A-D	<input type="checkbox"/> Property in County  List County Designation:  <div style="border: 1px solid black; width: 100px; height: 20px; margin-left: 20px;"></div>																						
<input type="checkbox"/> RS-2	<input type="checkbox"/> C-2	<input type="checkbox"/> M-2	<input type="checkbox"/> C-CB	<input type="checkbox"/> C-D																							
<input type="checkbox"/> -1	<input type="checkbox"/> C-3	<input type="checkbox"/> I-P	<input type="checkbox"/> T-N	<input type="checkbox"/> H-D																							
<input type="checkbox"/> R-2	<input type="checkbox"/> C-4			<input type="checkbox"/> P-D																							
<input type="checkbox"/> R-3	<input type="checkbox"/> H-C																										

<b>Proposed Zoning of Subject Parcel(s):</b> <i>(check all that apply)</i>	<input type="checkbox"/> No Change	<input type="checkbox"/> C-1	<input type="checkbox"/> M-1	<input type="checkbox"/> D-CC	<input type="checkbox"/> A-D
	<input type="checkbox"/> RS-1	<input type="checkbox"/> C-2	<input type="checkbox"/> M-2	<input type="checkbox"/> C-CB	<input type="checkbox"/> C-D
	<input type="checkbox"/> RS-2	<input type="checkbox"/> C-3	<input type="checkbox"/> I-P	<input type="checkbox"/> T-N	<input type="checkbox"/> H-D
	<input type="checkbox"/> R-1	<input type="checkbox"/> C-4			<input type="checkbox"/> P-D
	<input type="checkbox"/> R-2	<input type="checkbox"/> H-C			
	<input type="checkbox"/> R-3				

<b>Select the Overlay District for the Subject Parcel(s):</b> <i>(check all that apply)</i>	<input type="checkbox"/> Not in Overlay Zone	<input type="checkbox"/> ED-1	<input type="checkbox"/> FP-1	<input type="checkbox"/> HD-1	<input type="checkbox"/> SO-1	<input type="checkbox"/> UD-1
	<input type="checkbox"/> APO-1			<input type="checkbox"/> HD-2	<input type="checkbox"/> SO-2	<input type="checkbox"/> UD-2
	<input type="checkbox"/> APO-2			<input type="checkbox"/> HD-3	<input type="checkbox"/> SO-3	<input type="checkbox"/> UD-3

<b>City of Caldwell Comprehensive Plan Designation of Subject Parcel(s):</b> <i>(check all that apply)</i>	<input type="checkbox"/> Neighborhood 1	<input type="checkbox"/> Downtown
	<input type="checkbox"/> Neighborhood 2	<input type="checkbox"/> Mixed Use Center
	<input type="checkbox"/> Neighborhood 3	<input type="checkbox"/> Community Center
	<input type="checkbox"/> Urban Neighborhood	<input type="checkbox"/> Special Purpose

**Is/Are Subject Parcel(s) located within an "Area Hub" as indicated within the City of Caldwell Comprehensive Plan?**

Yes  No

**III. Applicant Information**

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

**Name:**

**Company Name:**  
*(if applicable)*

**Mailing Address:**

**Phone:**  **Email:**

**Email Address:**

**Applicants Relationship to Property Owner:**  Property Owner  Authorized Agent/Representative  
 Purchaser  Petitioner *(vacation requests only)*

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

---

Name:

Mailing Address:

Phone:  Email:

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

---

Name:

Company Name:   
*(if applicable)*

Mailing Address:

Phone:  Email:

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

---

Name:

Company Name:   
*(if applicable)*

Mailing Address:

Phone:  Email:

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

---

Name:

Company Name:   
*(if applicable)*

Mailing Address:

Phone:  Email:

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

---

Name:

Company Name:   
*(if applicable)*

Mailing Address:

Phone:  Email:

## **IX. Applicant Acknowledgement**

---

- By signing this application, I authorize employees/agents of the City to enter onto the property that is the subject of this application during regular business hours. The sole purpose of entry is to make an examination of the property that is necessary to process this application; and
- I certify that I am the owner of this property, the owner's authorized agent/representative, or the petitioner (if for a vacation). If acting as an authorized agent or representative, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such an application. I will comply with all provisions of the law and ordinance governing this type of application; and
- I certify that failure to submit all required documents in compliance with the checklist could result in delayed acceptance, processing, and hearing date timelines; and
- I certify that the information furnished by me as part of this application is true and correct to the best of my knowledge.

I certify that I am the:

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

\_\_\_\_\_  
Applicant / Applicant's Representative Printed Name

\_\_\_\_\_  
Date



\_\_\_\_\_  
Applicant / Applicant's Representative Signature



## DEVELOPMENT AGREEMENT CHECKLIST

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

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



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

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

**SECTION II**

**GENERAL INFORMATION**

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

**ACKNOWLEDGEMENT**

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


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

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

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

- Property Owner as the Applicant
  Property Owner’s Agent / Representative

\_\_\_\_\_  
 Applicant / Applicant’s Representative Printed Name
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Applicant / Applicant’s Representative Signature



## SUBDIVISION PRELIMINARY PLAT CHECKLIST

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

SECTION I			
SUBMITTAL DOCUMENTS & RELATED PLANS		Applicant	Staff
<b>Master Land Use Application</b>	Copy of completed, signed and dated application		
<b>Application Checklist</b>	Copy of completed, signed and dated checklist		
<b>Property Owner Acknowledgement</b>	If the signatory of the application is not the owner of the property, a notarized statement (property owner acknowledgement) must be signed by the legal owner of record and submitted with the application		
<b>Proof of Property Ownership</b>	Recorded Warranty Deed for the subject property showing proof of ownership, or evidence of property interest to subject property		
<b>Legal Description of Property</b>	Attach a legal description of the property including metes and bounds to the centerline of all adjacent rights of ways. All legal descriptions shall be certified by a land surveyor registered to the State of Idaho.		
<b>Neighborhood Meeting Information</b>	The verification shall include: <ul style="list-style-type: none"> <li>A copy of the letter mailed by the applicant (<i>Min. 15 days prior to meeting</i>)</li> <li>A copy of the 500' mailing list indicating all notified owners, residents and associations</li> <li>A copy of the sign-up sheet from the meeting, with your signature</li> </ul> <i>Note: Neighborhood meetings must have been held within four (4) months of application submission.</i>		
<b>Photographs</b>	Photographs of existing site conditions		
<b>Project Narrative</b>	Narrative fully describing the application request(s), the purpose of the development, existing site conditions, and what is being proposed.		
<b>Concept Building Elevations</b>	Colored concept elevations of all four (4) sides of buildings, indicating building heights, colors, materials, windows, doors, and architectural features.		
<b>Site Plan (Scaled)</b>	Site plan, drawn to scale, showing location of all property lines, existing and proposed buildings, utilities, setbacks, easements, and streets with street names.		
<b>Preliminary Plat</b>	High resolution preliminary plat, to scale. See requirements for plan content in <b>Section II below</b>		
<b>Landscape Plan</b>	High resolution landscape plan, to scale. See requirements for landscape plan contents in <b>Section III below</b>		



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

**SECTION II**

<b>PRELIMINARY PLAT CONTENT</b>		<b>Applicant</b>	<b>Staff</b>
<b>Plans to Scale</b>	All mapped data for the same plat shall be drawn at a scale suitable to ensure the clarity of all lines, bearings and dimensions, said scale typically being one hundred feet to an inch (100' = 1"). Whenever practical, scales shall be adjusted to produce an overall drawing measuring eighteen inches by twenty- four inches (18" x 24"), but not exceeding forty-two inches by sixty inches (42" x 60").		
<b>Subdivision Name and Location</b>	The proposed subdivision name and location shall be provided on the plat and shall meet the following: <ul style="list-style-type: none"> <li>Said name shall be approved by the City Mapping Department and shall not being a duplicate name of any other recorded subdivision within Canyon County or any of the cities in Canyon County;</li> <li>Location of subdivision by section, township and range; reference by dimension and bearing to a combination of two (2) section corners, quarter section corners, or recorded monuments. (Ord. 3374, 12-6-2021)</li> </ul>		
<b>Contact Information</b>	Name, address and phone number of property owner(s), subdivider, engineer, planner, and surveyor who prepared the plat, and any other professional persons involved in the subdivision.		
<b>Scale, North Arrow, and Plan Preparation Date</b>	Scale, north arrow and date of preparation including dates of any subsequent revisions.		
<b>Vicinity Map (Scaled)</b>	Vicinity map drawn to a maximum scale of one inch equals five hundred feet (1" = 500'), clearly showing the proposed subdivision or planned unit development configuration in relationship to, as well as, identifying and showing lot lines and street connections of all adjacent subdivisions, all arterial streets, all collector streets and bodies of water.		
<b>Topography</b>	Topography based on NAVD 88 datum shown on the same map as the proposed subdivision layout. Contour lines shown at five foot (5') intervals where land slope is greater than ten percent (10%) and at two foot (2') intervals where land slope is ten percent (10%) or less, referenced to an established bench mark, including location and elevation.		
<b>Existing Water</b>	Location of existing water wells and type, streams, canals, irrigation laterals, drainage facilities, private ditches, washes, lakes and other water features; direction of flow; regulatory floodplain and floodway boundaries if any; and location and extent of known areas subject to inundation if any.		
<b>Streets and other Important Features</b>	Location, widths and names of all existing streets and location, arrows indicating direction of slopes, type of surface and existence of any curb, gutter and/or sidewalks. Other important features such as railroads, utility rights of way and easements of public record, public areas, permanent structures to remain including water wells, and municipal corporation lines within or adjacent to the tract.		
<b>Recorded Subdivisions with Common Boundaries</b>	Name, book, page number and lot line layout of any recorded adjacent subdivision having common boundary with the tract.		
<b>Table Schedule</b> <i>(see attached example)</i>	Table Schedule of: <ul style="list-style-type: none"> <li>Existing zoning classification of the tract with any requested zoning changes.</li> <li>Total acreage of the entire subdivision</li> <li>Total number of buildable lots by land use type.</li> <li>Total number of common lots.</li> <li>Total gross acreage</li> <li>Average buildable lot size</li> <li>Dwelling units per gross acre.</li> </ul>		



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

<b>PRELIMINARY PLAT CONTENT cont.</b>		<b>Applicant</b>	<b>Staff</b>
<b>Subdivision Boundary</b>	The subdivision boundary with dimensions and bearings shall be based on an actual recorded field survey, performed within six (6) months of the preliminary plat application, and shall include the professional land surveyor stamp. Boundary problems shall be resolved prior to preliminary plat submittal. Stamping of the preliminary plat by the professional land surveyor pertains only to the boundary survey and should be noted as such.		
<b>Public dedications of rights of way or easements</b>	Proposed location, width, dimensions and bearings, and use of all proposed easements within the subdivision. All existing easements with location, width, dimensions, bearings, use and instrument numbers. Designation of all land to be dedicated or reserved for public use with purpose indicated.		
<b>Names, Addresses, and Tax Parcel Numbers</b>	Names, addresses and tax parcel numbers for all property owners within three hundred feet (300') of the exterior boundary of the subdivision, displayed visually on the plat in the appropriate locations.		
<b>Utilities</b>	Storm drains and water supply mains, both proposed and existing, within and immediately adjacent to the subdivision. Approximate location of existing sanitary sewer facilities, manholes, lines, and any other sewer related facilities within and adjacent to the subdivision.		
<b>Proposed Street Layout</b>	Proposed street layout, including location, width and proposed names of streets, common driveways, alleys, major pathways, micro pathways and easements; pedestrian and vehicular connections to adjoining properties.		
<b>Lot Dimensions</b>	Typical lot dimensions to scale; dimensions of all corner lots and lots of curvilinear sections of streets; each lot and block numbered individually; each lot labeled with its individual lot acreage and square footage.		
<b>Land Use and Zoning Classification (Each Area)</b>	If plat includes land for which multi-family, commercial, industrial or mixed use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any.		
<b>Special Development Areas</b>	Appropriate information that sufficiently details the proposed subdivision within any special development area, such as: <ul style="list-style-type: none"> <li>• Hillside</li> <li>• Floodplain</li> </ul>		
<b>On and Off-Site Improvements</b>	The proposed on and off site improvements including water supply systems, sanitary sewer systems and stormwater drainage.		
<b>Access and Approaches</b>	Width, spacing and location of all proposed approaches to the subdivision with type (example: full approach, right in/right out approach) of approach indicated.		
<b>Proposed Utility Methods</b>	(A) Sewage Disposal: Such evidence relative to the design flows within the subdivision, and operation of the sanitary sewage facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (B) Water Supply: Such evidence relative to the design, operation, volume and quality of the water supply and facilities proposed. A statement as to the type of facilities proposed shall appear on the preliminary plat. (C) Stormwater Disposal: Such evidence relative to the design and operation of the stormwater disposal system. A statement as to the type of facilities proposed, and an indication of all areas to be used for treatment/disposal shall appear on the preliminary plat. All stormwater design shall comply with the city's most recent "Stormwater Management Manual" as adopted by council as of the date of preliminary plat application submittal. (D) Irrigation System: A statement describing the proposed irrigation system, consistent with section 10-07-12 of the Caldwell City Code, shall appear on the preliminary plat.		



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

PRELIMINARY PLAT CONTENT cont.		Applicant	Staff
<b>Acknowledgement</b>	Note acknowledging that, to the best of the preparer's knowledge, the preliminary plat meets all requirements of city code; or if said plat does not meet all requirements then the plat has been submitted as a planned unit development and any and all requested exceptions have been listed in detail as part of the planned unit development application or it is not a planned unit development but any exceptions as allowed in this chapter have been noted on the preliminary plat and specifically requested as a part of the application.		

**SECTION III**

LANDSCAPE PLAN CONTENT ( <a href="#">CCC 10-07-03</a> )		Applicant	Staff
<b>Plan Preparation</b>	Landscaping plans shall be prepared by a landscape architect, a landscape designer or a qualified nursery person; Landscape plans shall be stamped by a licensed landscape architect.		
<b>Plan Size</b>	Detailed plan at a scale no smaller than one inch equals fifty feet (1" = 50')		
<b>Streets, Setbacks and Easements</b>	Show all streets, setbacks, and easements, Streets shall be identified by name. Dimension and label all right-of-way, setbacks, and easements		
<b>Sight Visibility Triangles</b>	Show and label all sign visibility triangles.		
<b>Storm Water Facilities and Berms</b>	Show all storm water facilities and berms. Indicate berm heights, slopes and proposed landscaping		
<b>Off-Street Parking &amp; Bicycle Parking</b>	<ul style="list-style-type: none"> <li>A note listing the required number of parking spaces and bicycle parking spaces.</li> <li>A note listing the provided number of parking spaces and bicycle parking spaces. The provided number of parking spaces and bicycle parking spaces shall equal or exceed the required number of parking spaces and bicycle parking spaces.</li> <li>Circulation area required to serve the parking spaces with typical dimensions.</li> </ul>		
<b>Existing Trees and/or Shrubs</b>	Location of all existing trees and shrubs, and the approximate size and type of any existing trees and shrubs. Indicate by note which trees and/or shrubs will remain, if any.		
<b>Existing and Proposed Structures</b>	Location of all existing and proposed structures and a note of whether or not the existing structures will remain		
<b>Pathways</b>	Location, width, and type of pathways, along with identification of all required pathway materials and landscaping callouts: <ul style="list-style-type: none"> <li>Micro Pathways</li> <li>Major Pathways</li> <li>Public Pathways</li> <li>Regional Pathways</li> <li>Indian Creek Corridor Pathways (if applicable)</li> </ul>		
<b>Open Space Exhibit</b>	All open space clearly delineated using colored shading so it is readily identifiable. The open space exhibit shall contain a table identifying: <ul style="list-style-type: none"> <li>The percentage and acreage of each individual areas of open space and if the open space is being calculated as qualified open space</li> <li>The total percentage and acreage of code required open space and qualifying open space in relationship to the gross area of the project</li> <li>The total percentage and acreage of proposed open space and qualifying open space in relationship to the gross area of the project</li> </ul>		
<b>Public Amenities</b>	Location, size, and types of new structures for recreational use (i.e., gazebos, water features, picnic areas, shuffleboard, etc)		



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

LANDSCAPE PLAN CONTENT ( <a href="#">CCC 10-07-03</a> )		Applicant	Staff
<b>School Bus Stops</b>	Location of school bus stop areas within a common lot or common easement		
<b>Public Transit Stops</b>	Location of any public transit		
<b>Street Landscape Buffers</b>	Location and width of all street landscape buffers. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.		
<b>Landscape Buffers Between Land Uses</b>	Location and width of all landscape buffers between different land uses. Include the location of all sod, trees, shrubs, plantings, and other materials proposed.		
<b>Parking Lot Landscaping</b>	Location and size of all landscape islands within parking lots, Include the location of all landscaping materials proposed		
<b>Trash Enclosures</b>	Location of all trash enclosures, to include details about screening and landscaping		
<b>Fencing</b>	Location, height, color, and materials for all existing or proposed fencing		
<b>Other Landscape Amenities</b>	Provide location, size, type and description of all other landscape improvements such as berms, decorative rock, boulders, etc.		
<b>Landscape Schedule</b>	Provide a table listing all of the locations, descriptions, types and numbers of landscaping products to be installed.		

**SECTION IV**

GENERAL PROJECT INFORMATION			
Type of land uses within subdivision:	Residential only	<input checked="" type="checkbox"/> Commercial only	Industrial only
	Mixed-use ( <i>mix of residential and non-residential uses</i> )		
Has your development / subdivision name, street names, and lot and block numbers been approved by the City of Caldwell Mapping Division?	<input checked="" type="checkbox"/> Yes	No	
	<i>If yes, have you made any changes or modifications to the previously approved pre-plat approved by Mapping?</i> Yes <input checked="" type="checkbox"/> No		
Will the subdivision be phased?	Yes	<input checked="" type="checkbox"/> No	
	If yes, how many phases are proposed?		
Development timeline for full build out?			
LAND USE AND ZONING INFORMATION			
	Zoning Designation	Comp Plan Designation	Land Use
<b>Existing</b> (Subject Property)			
<b>Proposed</b> (Subject Property)			
North of Site			
South of Site			
East of Site			
West of Site			



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

**PROJECT SPECIFIC INFORMATION**

	Number of Lots	Acres	Percent of "Net" Acres <i>Net acreage is the total acreage minus any public streets and public rights of way</i>
Residential Lots			
Commercial Lots			
Industrial Lots			
Common Lots			

**EXISTING AND PROPOSED BUILDING DATA**

	# of EXISTING buildings	# of PROPOSED buildings	# of EXISTING dwelling units	# of PROPOSED dwelling units	Max. Building Height	Total GROSS square footage of buildings
<b>Residential:</b>						
Single-family (detached) homes						
Townhomes						
Two-family ( <i>duplex</i> )						
Three-family residential ( <i>triplex</i> )						
Four, five and six family ( <i>fourplex, fiveplex, and sixplex</i> )						
Multi-family (7 or > dwelling units) in a single building						
<b>Commercial</b>			N/A	N/A		
<b>Industrial</b>			N/A	N/A		
<b>Type of Commercial or Industrial Buildings:</b>			Single-tenant building(s)      Multi-tenant buildings			

**DENSITY AND OPEN SPACE** ([Comprehensive Plan](#) and [CCC 10-07-05](#))

Dwelling units per gross acre (Density):	Max. Allowed	Proposed
Total Open Space	% Required	% Proposed
Total "Qualifying" Open Space	% Required	% Proposed
Included	<b>NOTE:</b> Attach a separate Open Space Exhibit showing all areas of open space highlighted, all areas highlighted and labeled for qualifying open space, and table with breakdown, square footage, percentage and acreage of all open space vs. qualifying open space.	



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

PARKING, LOADING AND PEDESTRIAN AMENITIES ( <a href="#">CCC 10-02-05</a> )		
Description	Min. Required	Proposed
Electric vehicle parking spaces		
Off-street parking spaces		
Commercial loading spaces		
Industrial loading spaces		
Bicycle parking spaces:		
Describe any public transportation facilities that will be provided in accordance with ( <a href="#">CCC 10-02-05 B</a> )		
Public Amenities:	<b><i>Provide a description of the type of public amenities proposed:</i></b>	
<b>LANDSCAPING AND PATHWAYS (<a href="#">CCC Chapter 10, Article 7</a>)</b>		
Landscaping: ( <i>Please check all locations where landscaping will be provided</i> )	Parking lot    Common areas <u>Street landscape buffers</u> <u>Between different land uses</u> Pathways    Around building exterior Other _____	
Major Pathways	<i>Describe location, width, and landscaping:</i>	
Micro Pathways	<i>Describe location, width, and landscaping</i>	
Public Pathways ( <i>per Bicycles and Pathways Master Plan</i> )	<i>Describe location, width, landscaping, and any proposed fencing:</i>	



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

**STREET LANDSCAPE BUFFERS** ([CCC 10-07-08](#))

Location (Enter Street Name)	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing (in feet)	# of Shrubs Proposed	Min. Shrub Spacing (in feet)

**BUFFERS BETWEEN LAND USES** ([CCC 10-07-10](#))

Location (If not required, put N/A)	Min. Width Required	Proposed Width	% of Sod Proposed	# of Trees Proposed	Min. Tree Spacing (in feet)	# of Shrubs Proposed	Min. Shrub Spacing (in feet)
North Property Line							
South Property Line							
East Property Line							
West Property Line							

**PUBLIC SIDEWALKS**

Location (Street Name)	Min. Width Required	Proposed Width	Type of Sidewalk			
			Meandering	Attached	<input checked="" type="checkbox"/>	Detached
			Meandering	<input checked="" type="checkbox"/>	Attached	Detached
			Meandering	Attached		Detached
			Meandering	Attached		Detached

**UTILITIES, INFRASTRUCTURE, AND PUBLIC SERVICES INFORMATION**

Domestic Water:		Individual Domestic Well – How Many?
		Centralized Public Water System
	<input checked="" type="checkbox"/>	City Municipal Water System
		N/A
	<b>Nearest Water Line Connection:</b>	
Sewer (Wastewater):		Individual Septic
	<input checked="" type="checkbox"/>	City Municipal Sewer
		N/A
	<b>Nearest Sewer Line Connection:</b>	
	Irrigation:	
		Irrigation Well
<input checked="" type="checkbox"/>		Pressurized
		Gravity
		N/A
<b>Nearest Irrigation Connection:</b>		
<b>Irrigation District:</b>		



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

Stormwater:	<input checked="" type="checkbox"/>	Swales
		Ponds
		Borrow Ditches
		Other, Explain:
Stormwater Management:	Does the site disturb one or more acres of land? <input checked="" type="radio"/> Yes <input type="radio"/> No	
Fire Suppression Water Supply Source:		
Sources of Surface Water on or Nearby Properties (i.e., creeks, ditches, canals, lake, etc.):		
Type of Site Access:	<input checked="" type="checkbox"/>	Street Frontage
		Easement Easement Width: _____ Instrument # _____
Street(s) Providing Access:		
Will Secondary Access for Fire be Provided:	<input checked="" type="checkbox"/>	Yes
		No
Internal Roads:		Public
		Private
	<input checked="" type="checkbox"/>	Internal Circulation
		Road User's Maintenance Agreement Inst# _____
School Districts Serving this Location:		Caldwell School District
	<input checked="" type="checkbox"/>	Vallivue School District

**SPECIAL ON-SITE CHARACTERISTICS**

	Yes	No	If yes, explain:
Areas of Critical Environmental Concern?			
Evidence of Erosion?			
Fish Habitat?			
Floodplain?			
Riparian Vegetation?			
Steep Slopes?			
Streams/Creeks?			
Unique Animal/Plant Life?			
Unstable Soils?			
Wildlife Habitat?			
Historic Buildings or Features?			



**City of Caldwell  
Planning and Zoning Department**

621 Cleveland Blvd., Caldwell, Idaho, 83605

Phone: (208) 455-3021 | Web: [www.cityofcaldwell.org](http://www.cityofcaldwell.org)

Describe any other unique site characteristics:	
---	--

**ACKNOWLEDGEMENT**

X	I acknowledge that all items on the checklist are included in the submittal package and that all documents have been submitted as single-sided, high-resolution documents; and
X	I acknowledge that the applicant or the applicant's representative is responsible for the physical posting of all subject sites prior to the public hearings, and for providing affidavit of proof of posting in accordance with Caldwell City Codes; and
X	I acknowledge that the applicant or the applicant's representative IS REQUIRED to attend all public hearings for this application.

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

- Property Owner as the Applicant       Property Owner's Agent / Representative

\_\_\_\_\_  
Applicant / Applicant's Representative Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant / Applicant's Representative Signature



# INVOICE

Permit #: DEV26-000005  
Address: 0 CLEVELAND BLVD

Fee	Account Code	Amount
P&Z Fees - Development Agreement (Modification)	10335	1,103.00
<b>TOTAL</b>	◆	<b>1,103.00</b>



# INVOICE

Permit #: SPP26-000007  
 Address: 0 CLEVELAND BLVD

Fee	Account Code	Amount
P&Z Fees - Preliminary Plat (Base Fee)	10180	2,688.00
P&Z Fees - Preliminary Plat (Add'l Fee of \$20.00 per lot, to include common lots)	10180	140.00
Fire Fees - Preliminary Plat (Base Fee)	12512	254.10
Fire Fees - Preliminary Plat (Add'l Fee of \$1.35 per lot to include common lots)	12512	9.45
Eng Fees - Preliminary Plat (Base Fee)	12511	708.37
Eng Fees - Preliminary Plat (Add'l Fee of \$23.61 per lot to include common lots)	12511	165.27
Police - Plan Review	21022	90.00
<b>TOTAL</b>	◆	<b>4,055.19</b>

April 14, 2026  
Project No.: 25-245

Ms. Robin Collins  
Planning & Zoning Director  
City of Caldwell  
205 South 6th Avenue  
P.O. Box 1179  
Caldwell, ID 83605

RE: Canyon Village Shops Subdivision – Caldwell, Idaho  
Preliminary Plat & Development Agreement Modification

Dear Ms. Collins:

On behalf of Caldwell Commercial LLC, we are pleased to present preliminary plat and development agreement modification applications for the Canyon Village Shops Subdivision, a seven-lot commercial subdivision at 6804 Cleveland Blvd. The subject property is currently identified as parcels R3089901200 and R30899012A0A, for a total of 7.017 acres. The applicant has submitted a property boundary adjustment application to the City, which is under review to adjust the parcel lines between the two subject parcels. Following approval of the boundary adjustment, parcel R3089901200 will be adjusted to 5.44 acres, which will encompass the total acreage of the proposed subdivision (the "Property"). Figure 1 below shows the Property at issue in this application.



A development agreement modification is also included in the application to fully amend and restate the existing recorded development agreement effecting the Property.

## Site Information

The Property is approximately 5.44 acres and has frontage along Cleveland Blvd and Homedale Rd. The site is currently zoned C-4 (Service Commercial) in the City of Caldwell and is subject to an existing development agreement. Caldwell's Future Land Use Map designates the Property as Mixed Use Center.

The current zoning and proposed commercial use is compatible with the comprehensive plan designation<sup>1</sup> and the existing zoning and land uses surrounding the Property, which include:

- North: Midtowne Plaza, a retail commercial development, zoned C-4 in Caldwell.
- East: Used automotive retail sales, zoned C-4 in Caldwell; self-service storage facility, zoned C-4 in Caldwell; and multi-family residential development, zoned C-4 in Caldwell.
- South: Single-family residences zoned R-2 in Unincorporated Canyon County.
- West: Multi-family residential development, zoned C-4 in Caldwell.

## Proposed Development & Preliminary Plat

The developer, TMEG Properties, LLC, will develop the Property into a commercial subdivision comprised of seven commercial lots. With the City's Future Land Use Map designation of Mixed Use Center on the Property, and the surrounding residential and commercial uses, the proposed commercial subdivision will be compatible with and provide supportive commercial and retail options for the area, including the immediately adjacent multi-family project known as The Jaxxon, which has approximately 300 units. All seven commercial lots will have either direct or shared access from Cleveland Blvd, along with direct access to the adjacent multi-family residential development to the west. The Cleveland Blvd and Homedale Road intersection is a Key Gateway to the City of Caldwell as drivers and pedestrians enter the City from Nampa. As a Key Gateway, design of future buildings, signage, monuments, and internal landscaping will carefully be developed to ensure compliance with the Key Gateway standards to provide a distinctive gateway to the City of Caldwell.

The lots in the proposed Canyon Village Shops Subdivision range in size from 0.55 acres to 0.97 acres. Each lot will be able to accommodate either a single commercial building, or multi-tenant style building. The proposed subdivision complies with all applicable standards from the City's subdivision ordinance. Development of individual lots will take place in the future as lots are sold off to end users or if Developer decides to build for end users. A total of three shared access drives will come from Cleveland Blvd, with internal access drives depicted on the preliminary plat. The main, full access that runs through the Property and into the existing multi-family development to the west, will remain intact, and access to the residential development will not be impacted. While the to-be-created parcel at the southeast corner of Cleveland Blvd and Homedale Rd is not included in the proposed subdivision plat, cross access will be provided.

A development agreement is currently attached to the Property, recorded with Canyon County as Instrument No. 2008065787. Included with our subdivision application is a development agreement modification to fully amend and restate the existing development agreement. The developer will work with the City to prepare a

---

<sup>1</sup> See Caldwell Comprehensive Plan at p. 42 (stating that the Mixed-Use Center designation supports and is compatible with the City's C-4 zoning district).

development agreement on the City's current form that the City and developer can both utilize for future development of the commercial lots in cofmance with the new plat.

## **Conclusion**

A neighborhood meeting was held on Wednesday, March 25, 2026, to discuss the proposal. No members of the public attended, and no comments have been received at this time. We have also worked with Staff through their proposed requests and have implemented them accordingly in our proposed layout and design. Should you have any questions or require further information to process this request, please feel free to contact me.

Sincerely,

**KM Engineering, LLP.**

A handwritten signature in cursive script that reads "Connor Lindstrom".

Connor Lindstrom, CFM  
Senior Land Planner

cc: TMEG Properties, LLC

OwnerName	Address	City	State	ZipCode
BARTON COREY	1977 E OVERLAND RD	MERIDIAN	ID	83642-6649
BEOUGHER ROYCE D	1100 BURNETT DR NO 408	NAMPA	ID	83651
BEST OF THE BOULEVARD LLC	PO BOX 7248	BOISE	ID	83707
BISSETTE BRITTON	5715 E HOMEDALE RD	CALDWELL	ID	83607
BOLLINGER ED	722 W FRANKLIN RD	MERIDIAN	ID	83642
CALDWELL COMMERCIAL LLC	398 S 9TH ST NO 250	BOISE	ID	83702
CANYON VILLAGE MULTIFAMILY LLC	3820 NORTHDAL BLVD STE 100B	TAMPA	FL	33624
DIBBEN SHIRLEY A JORDAN TRUST	16973 PORTNER RD	NAMPA	ID	83651
DILLON CALDWELL LLC	5501 W STATE	BOISE	ID	83703
DORENKAMP JAMES W	5712 HOMEDALE RD	CALDWELL	ID	83607
GORDILLO JOSE L	2100 W ORCHARD AVE	NAMPA	ID	83651-7528
HOKE FAMILY TRUST	16867 PORTNER RD	NAMPA	ID	83651
INTERMOUNTAIN GAS COMPANY	PO BOX 5650	BISMARCK	ND	58506
JET BOAT TRUST	PO BOX 16	CASCADE	ID	83611-0016
JORDAN FLOYD A	16955 PORTNER RD	NAMPA	ID	83651
JUST OFF THE BOULEVARD LLC	PO BOX 149	HUSTON	ID	83630-0149
KOCH TAMARA L	16970 PORTNER RD	NAMPA	ID	83651
MIDTOWNE PLAZA LLC	1156 E RIVERSONG DR	EAGLE	ID	83616
NEIGHBORHOODS BY GINI LLC	435 E SHORE DR STE 230	EAGLE	ID	83616
NELSON DAVID W	12175 LAKE SHORE DR	NAMPA	ID	83686
RIESS CAROLYN R TRUST	523 11TH AVE S	NAMPA	ID	83651
RUSSELL AL FAMILY LIMITED PARTNERSHIP	722 W FRANKLIN RD	MERIDIAN	ID	83642
SALCIDO RODOLFO	5816 HOMEDALE RD	CALDWELL	ID	83607
STOR IT SELF STORAGE LLC	PO BOX 140337	BOISE	ID	83714
WEST VALLEY CENTRE PROPERTY OWNERS ASSOCIATION INC	929 S ALLANTE PL	BOISE	ID	83709

**NEIGHBORHOOD MEETING LETTER**

***March 5th, 2026***

***Dear Neighbor,***

RE: Neighborhood Meeting Notice for Project in your Neighborhood

To whom it may concern,

You are invited to a neighborhood meeting to discuss an application the property owner is proposing near your property. The purpose of the meeting is to discuss the project, answer any questions, and listen to your feedback and suggestions.

**Meeting Date:** Wednesday, March 25<sup>th</sup>, 2026

**Meeting Time:** 5pm

**Meeting Location:** Subject Property - 6804 Cleveland Blvd, Caldwell, ID 83607- see meeting location on back of page

**Project Summary:** A preliminary plat application to split the property into six commercial lots.

If you would like to contact us ahead of the meeting, please feel free to reach us at 208-639-6939. We look forward to hearing from you.

Thank you,



Connor Lindstrom  
KM Engineering, LLP

**Vicinity Map:**



**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:

Preliminary plat and DA mod for a 7 lot commercial subdivision known as  
Canyon Village (Canyon Village Shops Subdivision)

Date of Round Table meeting: 12/18/2025

Notice sent to neighbors on: 3/5/2026

Date & time of the neighborhood meeting: 3/25/2026 @ 5pm

Location of the neighborhood meeting:  
Subject Property

**Developer/Applicant:**

Name: Connor Lindstrom, KM Engineering, LLP

Address, City, State, Zip: 5725 N Discovery Way, Boise, ID 83713

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 *Connor Lindstrom*

DATE 3/26/2026

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

Start Time of Neighborhood Meeting: 5pm 3/25/26  
End Time of Neighborhood Meeting: 5:20 pm 3/25/26

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.	

*No*

*One*

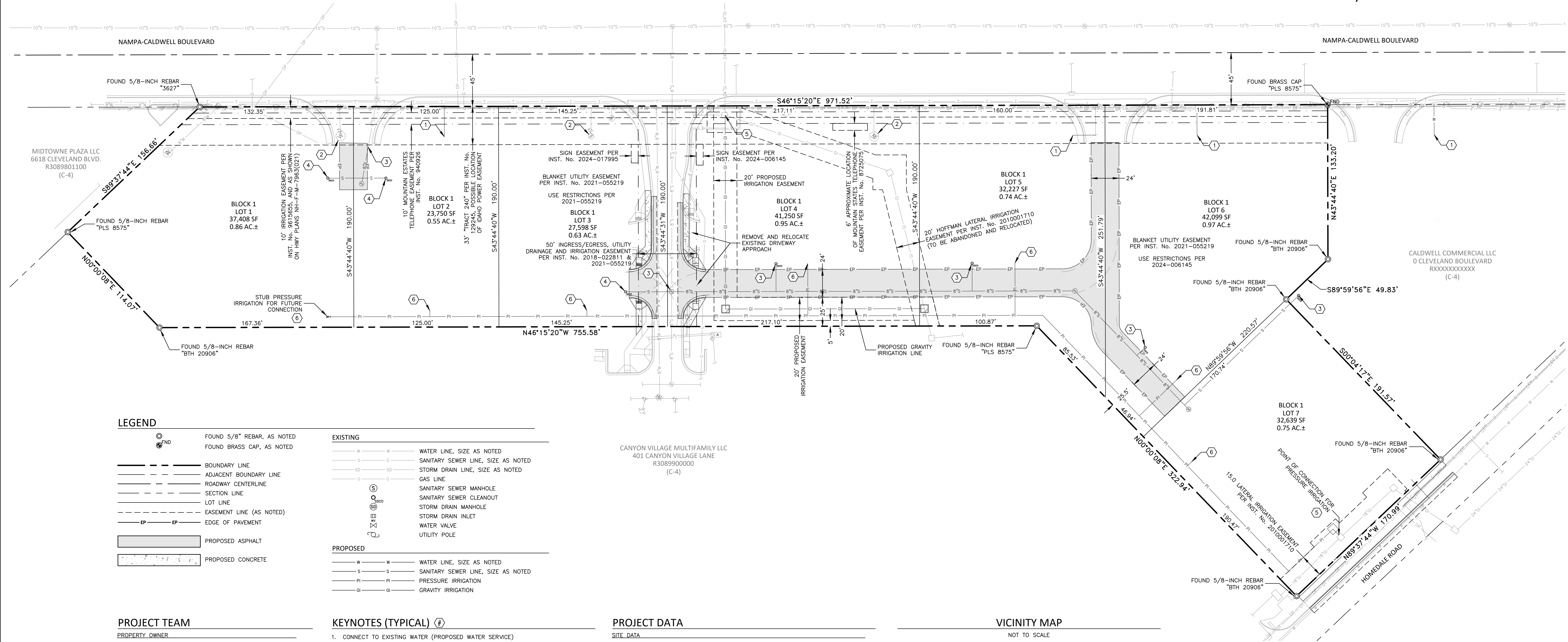
*attended*

# Vicinity Map



# PRELIMINARY PLAT SHOWING CANYON VILLAGE SHOPS SUBDIVISION

SITUATED IN GOVERNMENT LOT 7 AND SOUTHEAST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 NORTH,  
RANGE 2 WEST, BOISE MERIDIAN, CITY OF CALDWELL,  
CANYON COUNTY, IDAHO  
MARCH, 2026



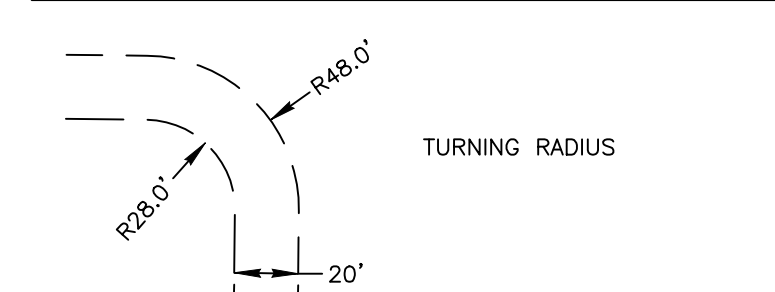
### LEGEND

	FOUND 5/8" REBAR, AS NOTED		WATER LINE, SIZE AS NOTED
	FOUND BRASS CAP, AS NOTED		SANITARY SEWER LINE, SIZE AS NOTED
	BOUNDARY LINE		STORM DRAIN LINE, SIZE AS NOTED
	ADJACENT BOUNDARY LINE		GAS LINE
	ROADWAY CENTERLINE		SANITARY SEWER MANHOLE
	SECTION LINE		SANITARY SEWER CLEANOUT
	LOT LINE		STORM DRAIN MANHOLE
	EASEMENT LINE (AS NOTED)		STORM DRAIN INLET
	EDGE OF PAVEMENT		WATER VALVE
	PROPOSED ASPHALT		UTILITY POLE
	PROPOSED CONCRETE		

### PROJECT TEAM

<b>PROPERTY OWNER</b>	
NAME:	CALDWELL COMMERCIAL LLC
ADDRESS:	389 S 9th STREET, No. 250
CITY/STATE/ZIP:	BOISE, IDAHO 83702
<b>DEVELOPER</b>	
NAME:	TGI CORP.
CONTACT:	TREVOR GASSER
ADDRESS:	74 EAST 500 SOUTH, SUITE 200
CITY/STATE/ZIP:	BOUNTIFUL, UTAH 84010
PHONE:	801.292.5000
EMAIL:	trevor@tgiestate.com
<b>ENGINEERING</b>	
NAME:	KM ENGINEERING, LLP.
CONTACT:	KELLY KEHRER, P.E., P.L.S.
ADDRESS:	5725 N. DISCOVERY WAY
CITY/STATE/ZIP:	BOISE, IDAHO 83713
PHONE:	208.639.6939
EMAIL:	kelly@kmengllp.com

### FIRE TURNING DETAIL



NOTE: ALL TURNING RADIUS SHOWN ON PLANS ARE 28' INSIDE RADIUS AND 48' OUTSIDE RADIUS UNLESS OTHERWISE SHOWN.

### KEYNOTES (TYPICAL)

- CONNECT TO EXISTING WATER (PROPOSED WATER SERVICE)
- EXISTING WATER SERVICE
- CONNECT TO EXISTING SEWER
- PROPOSED SEWER SERVICE
- CONNECT TO EXISTING GRAVITY IRRIGATION
- PROPOSED PRESSURE IRRIGATION SERVICE

### SURVEY CONTROL NOTES

- ALL SURVEY DATA IS BASED ON THE NAD83 STATE PLANE COORDINATE SYSTEM (IDAHO WEST 1103) AND NAVD 88 VERTICAL DATUM.

### UTILITIES

WATER:	CITY OF CALDWELL
SEWER:	CITY OF CALDWELL
POWER:	IDAHO POWER
NATURAL GAS:	INTERMOUNTAIN GAS CO.
TELEPHONE:	CENTURYLINK
IRRIGATION:	PIONEER IRRIGATION DISTRICT
FIRE PROTECTION:	CALDWELL FIRE DISTRICT
POLICE PROTECTION:	CALDWELL POLICE DEPARTMENT
SANITATION:	REPUBLIC SERVICES

### PROJECT DATA

<b>SITE DATA</b>	
PARCEL NUMBER(S):	R3089901200 & (A PORTION OF) R30899012A0
SITE ADDRESS:	0 CLEVELAND BOULEVARD
CITY/STATE/ZIP:	CALDWELL, IDAHO 83605
CURRENT ZONING:	C-4 (SERVICE COMMERCIAL)
EXISTING LOTS:	1 LOT
PROPOSED LOTS:	7 LOTS
PROJECT AREA:	±5.44 ACRES

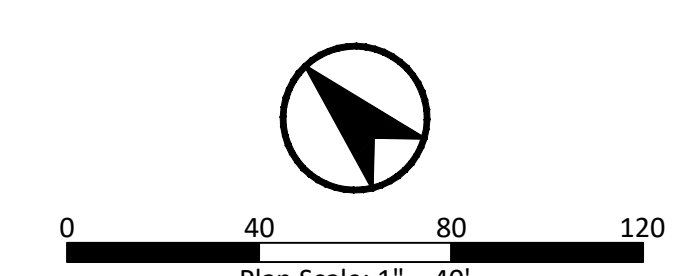
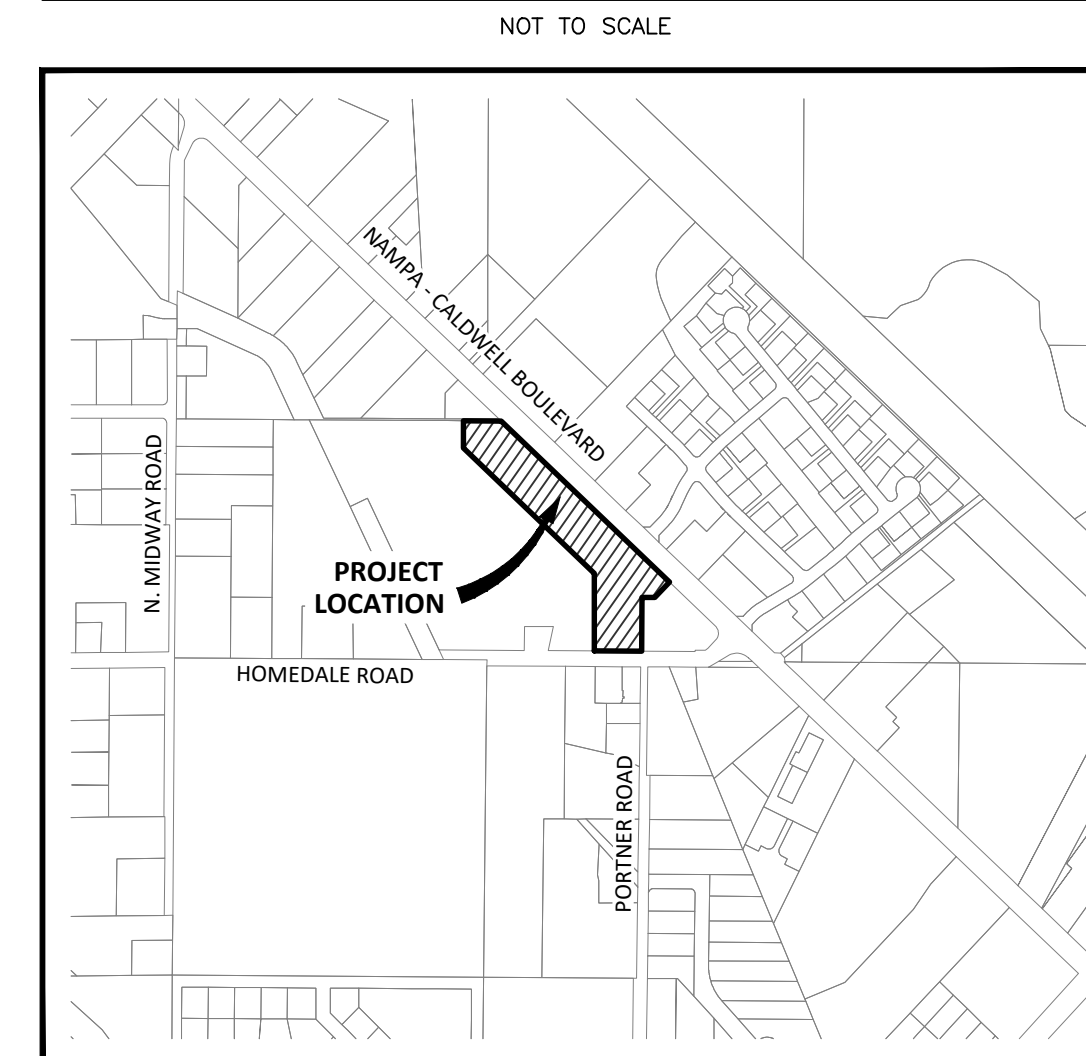
### DIMENSIONAL STANDARDS (PER TABLE 10-06-04)

INTERIOR LOT AREA:	0 SF
CORNER LOT AREA:	0 SF
MINIMUM LOT FRONTAGE:	0'
SCALE AND MASSING:	C-4
MAXIMUM BUILDING HEIGHT:	NONE
<b>SETBACKS</b>	
FRONT YARD SETBACK (MINIMUM):	0'
FRONT YARD SETBACK (MAXIMUM):	~
INTERIOR SIDE YARD SETBACK:	0'
STREET SIDE YARD SETBACK (MINIMUM):	0'
REAR YARD SETBACK (MINIMUM):	0'

### NOTES

- PROPERTIES SUBJECT TO USE RESTRICTIONS AND BLANKET UTILITY AND ACCESS EASEMENTS PER INST. No. 2021-055219, 2024-006145, AND 2024-017995.
- PROPERTIES SUBJECT TO RECORDATION OF RECORD OF SURVEY FOR LOT LINE ADJUSTMENT FOR CALDWELL COMMERCIAL LLC.

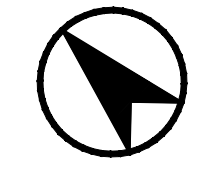
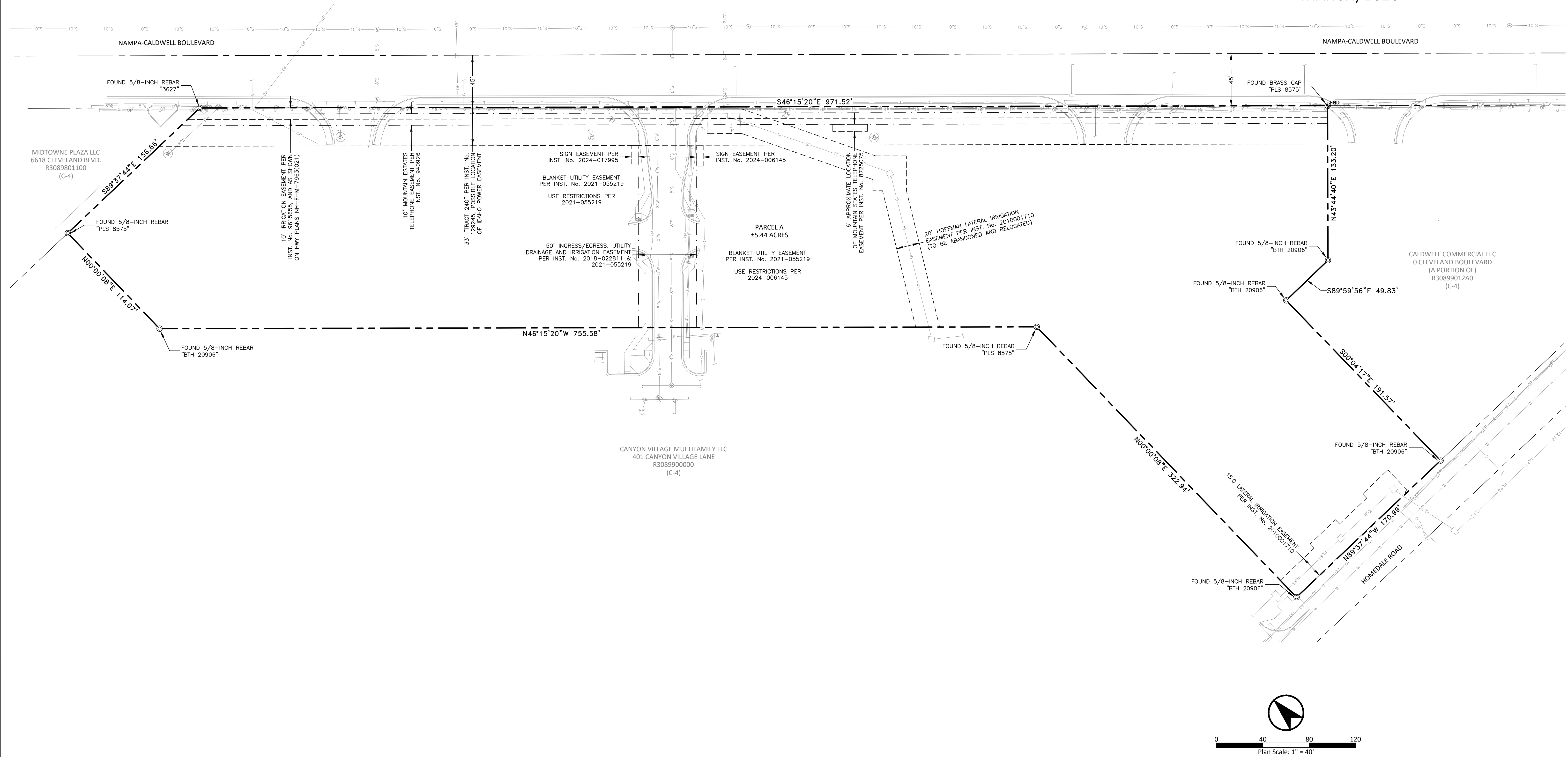
### VICINITY MAP



<b>CANYON VILLAGE SHOPS SUBDIVISION CALDWELL, IDAHO PRELIMINARY PLAT - COVER</b>		
<b>REVISIONS</b>		
NO.	ITEM	DATE
DATE:		3/23/26
PROJECT:		25-245
SHEET NO.		PP1.0

P:\25-245\25-245\COVER\PRELIMINARY PLAT 25-245.PDF - COVER.DWG, JOSHUA JANITZ, 3/23/2026, DWG TO PDF, PLOT, 24X36, LPT101

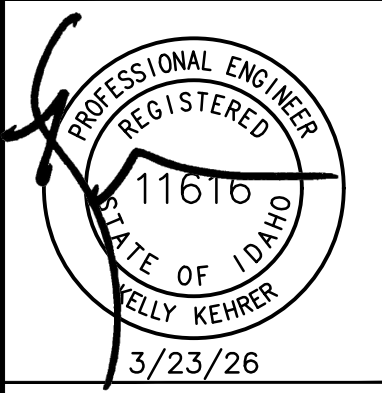
**PRELIMINARY PLAT SHOWING  
CANYON VILLAGE SHOPS SUBDIVISION**  
SITUATED IN GOVERNMENT LOT 7 AND SOUTHEAST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 3 NORTH,  
RANGE 2 WEST, BOISE MERIDIAN, CITY OF CALDWELL,  
CANYON COUNTY, IDAHO  
MARCH, 2026



0 40 80 120  
Plan Scale: 1" = 40'

**CANYON VILLAGE SHOPS SUBDIVISION  
CALDWELL, IDAHO  
PRELIMINARY PLAT - EXISTING CONDITIONS**

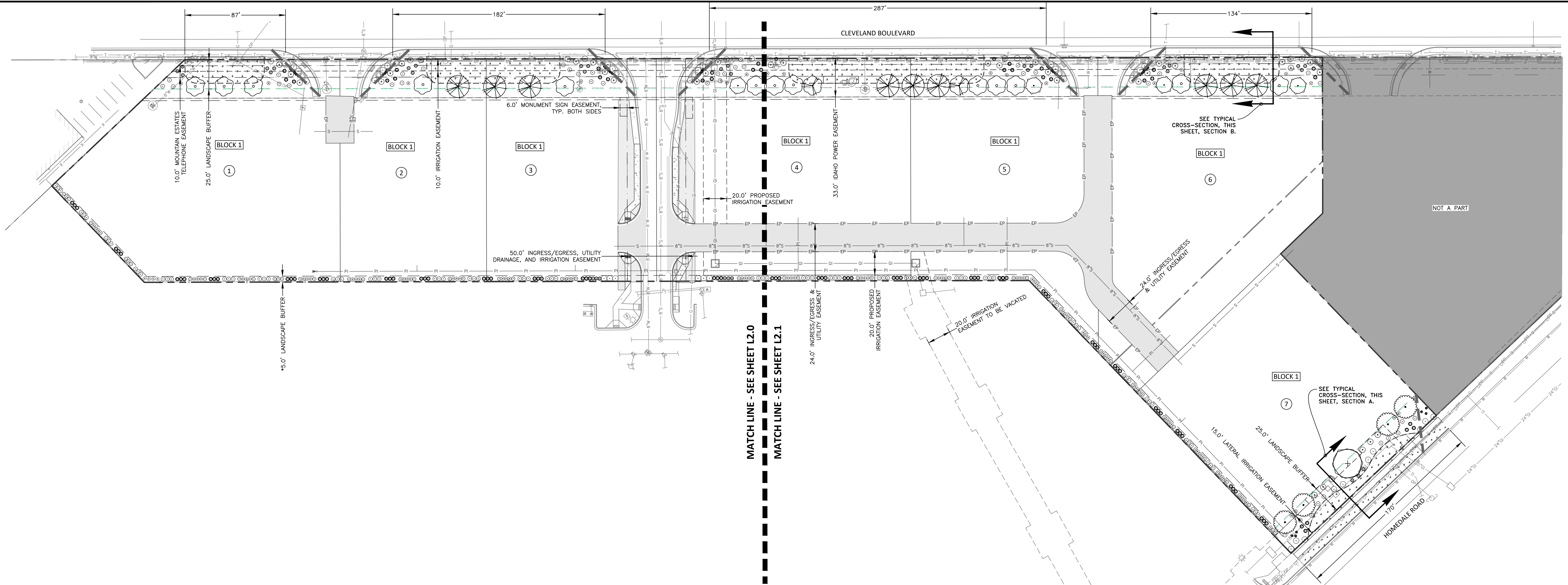
REVISIONS		
NO.	ITEM	DATE



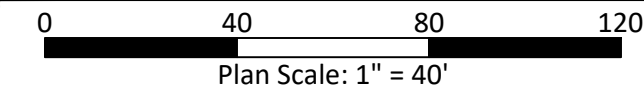
**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

DATE: 3/23/26  
PROJECT: 25-245  
SHEET NO. PP1.1

P:\25-245\CD\1\CD\PRELIMINARY PLAT\25-245\_P1.DWG - EXISTING CONDITIONS.DWG, JOSHUA LANTZ, 3/23/2026, DWG TO PDF, JCL, 2/28/26, 1:00 PM



### LANDSCAPE COVER



LANDSCAPE CALCULATIONS								
AREA IDENTIFIER	BUFFER WIDTH (FT)	LF	SHRUBS (1 SHRUB PER 4 LF)		TREES (1 TREE PER 25 LF)		TURF (20%-50% COVERAGE)	
			REQUIRED	PROVIDED	REQUIRED	PROVIDED	REQUIRED	PROVIDED
CLEVELAND BOULEVARD	25	690	173	195	28	28	19,899 SF * (20%-50%)	9,873 SF/19,899 SF =50%
HOMEDALE ROAD	25	170	43	45	5	5	5,830 SF * (20%-50%)	2,808 SF/5,830 SF =48%
*BETWEEN DIFFERENT LAND USE BUFFER	5	1,192	315	300	N/A	N/A	N/A	N/A
<b>SUB TOTAL</b>			531	540	33	33	5,146 SF - 12,669 SF	12,681 SF/25,729 SF =49%
<b>TOTAL STREET TREES</b>					33	33		

**MITIGATION REQUIREMENTS**

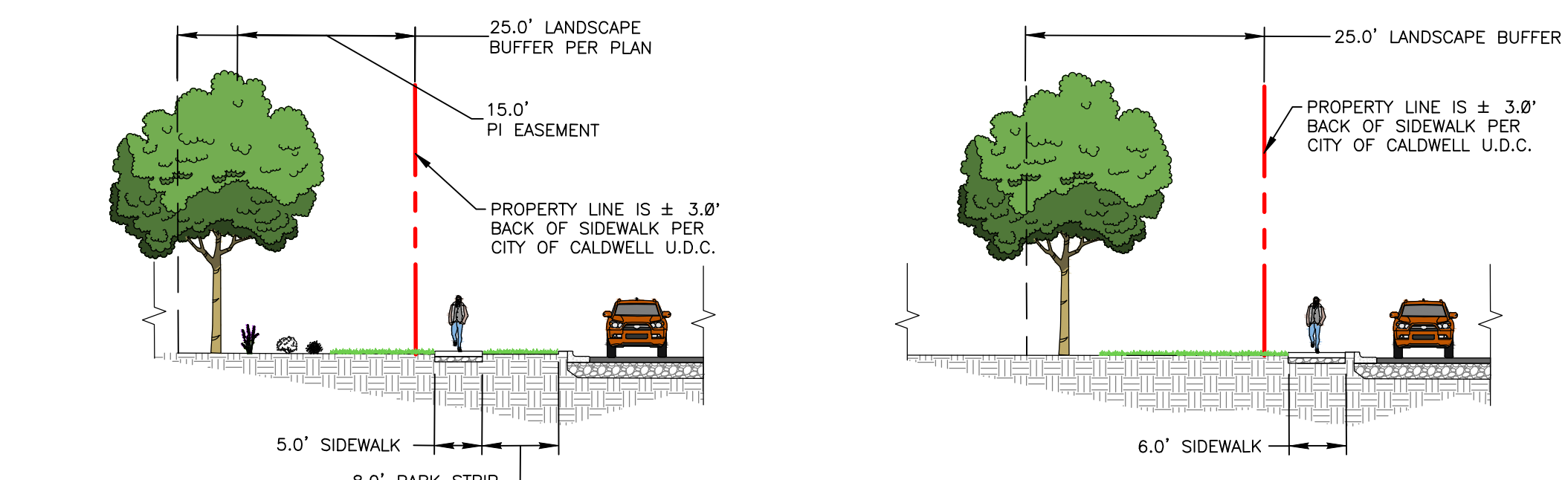
THERE ARE NO HEALTHY TREES > 4" CAL. PROPOSED FOR REMOVAL

TOTAL TREES	REQUIRED	PROVIDED
	33	33

\* 5.0' LANDSCAPE BUFFER ADJACENT TO THE MULTI-FAMILY DEVELOPMENT TO USE THE TREES ALREADY EXISTING WITHIN THE 15.0' LANDSCAPE BUFFER TO SATISFY PLANT MATERIALS TYPE AND QUANTITY.

### PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	CLASS
<b>TREES</b>					
+	1	ACER TRUNCATUM 'PACIFIC SUNSET' TM PACIFIC SUNSET MAPLE	2" CAL. B&B	35'X30'	CLASS II
•	4	FRAXINUS PENNSYLVANICA 'PATMORE' 'PATMORE' ASH	2" CAL. B&B	40'X20'	CLASS II
<b>DECIDUOUS TREES</b>					
+	2	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE' SERVICEBERRY	2" CAL. B&B	25'X20'	CLASS I
•	13	PRUNUS VIRGINIANA 'CANADA RED' CANADA RED CHOCHECHERRY	2" CAL. B&B	30'X20'	CLASS I
<b>FLOWERING TREES</b>					
+	9	CERCIS CANADENSIS EASTERN REDBUD	2" CAL. B&B	30'X25'	CLASS I
•	4	PRUNUS SARGENTII 'PINK FLAIR' SARGENT CHERRY	2" CAL. B&B	25'X15'	CLASS I
SYMBOL	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE HXW	
<b>SHRUBS</b>					
+	35	CORNUS ALBA 'IVORY HALO' TM TATARIAN DOGWOOD	5 GAL.	6'X6'	
•	48	JUNIPERUS HORIZONTALIS 'BLUE CHIP' BLUE CHIP JUNIPER	5 GAL.	1'X6'	
•	55	JUNIPERUS SCOPULORUM 'BLUE ARROW' BLUE ARROW JUNIPER	5 GAL.	12'X3'	
+	20	RHAMNUS FRANGULA 'FINE LINE' FINE LINE BUCHTHORN	5 GAL.	6'X3'	
+	73	SPIRAEA X BUMALDA 'GOLDFLAME' GOLDFLAME SPIREA	5 GAL.	3'X3'	
<b>GRASSES</b>					
•	121	MISCANTHUS SINENSIS 'MORNING LIGHT' EULALIA GRASS	2 GAL.	5'X4'	
•	110	SCHIZACHYRIUM SCOPARIUM 'THE BLUES' LITTLE BLUESTEM	2 GAL.	3'X3'	
<b>ANNUALS/PERENNIALS</b>					
+	43	COREOPSIS VERTICILLATA 'MOONBEAM' THREADLEAF COREOPSIS	2 GAL.	1'X2'	
•	35	LAVANDULA ANGSTIFOLIA 'HIDCOTE BLUE' HIDCOTE BLUE LAVENDER	2 GAL.	2'X3'	
SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT		
<b>GROUND COVERS</b>					
•	12,681 SF	TURF SOD RHIZOMATOUS RHIZOMATOUS TALL FESCUE	SOD		



**A HOMEDALE ROAD**  
NTS

**B CLEVELAND BLVD**  
NTS

**CONTACT INFORMATION**

**DEVELOPER**  
TGI CORP.  
74 EAST 500 SOUTH, SUITE 200  
BOUNTIFUL, UTAH 84010  
PHONE: (801)292-5000  
CELL: (801)809-9731  
CONTACT: TREVOR GASSER  
EMAIL: trevor@tgirolestate.com

**LANDSCAPE CONSULTANT**  
KM ENGINEERING, LLP  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE: (208) 639-6939  
FAX: (208) 639-6930  
CONTACT: ALYSSA YENSEN, PLA  
EMAIL: ayensen@kmengllp.com

**CANYON VILLAGE SHOPS SUBDIVISION**  
**CALDWELL, IDAHO**  
**LANDSCAPE COVER**

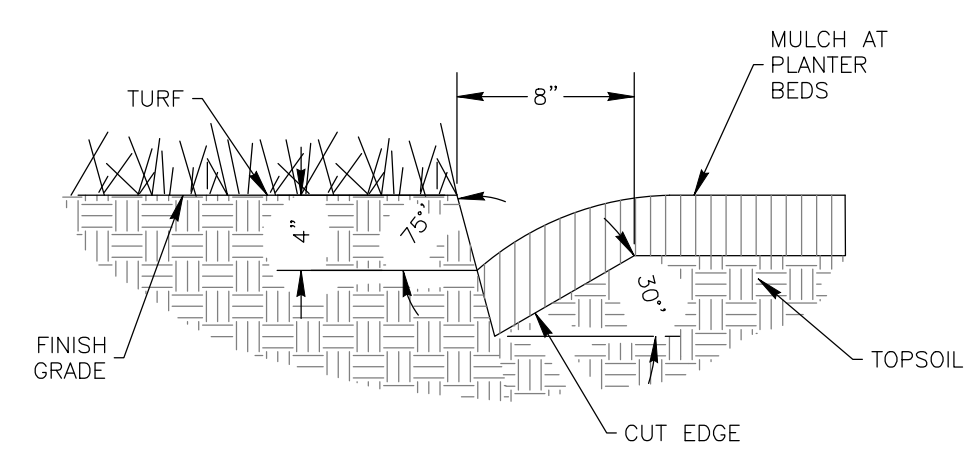
REVISIONS		
NO.	ITEM	DATE

**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
BOISE, IDAHO 83713  
PHONE (208) 639-6939  
kmengllp.com

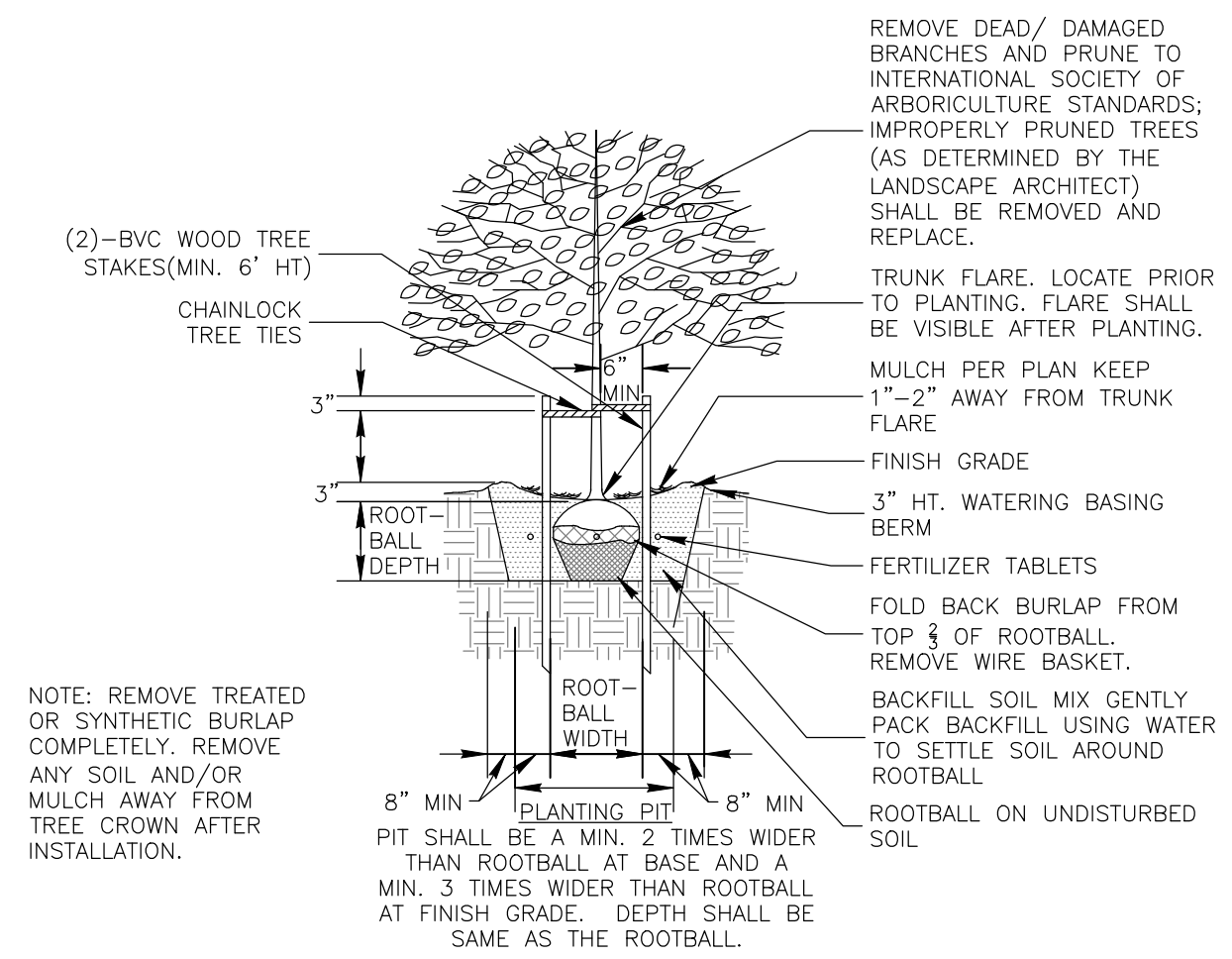
DATE: 4/10/2026  
PROJECT: 25-245  
SHEET NO. **L1.0**







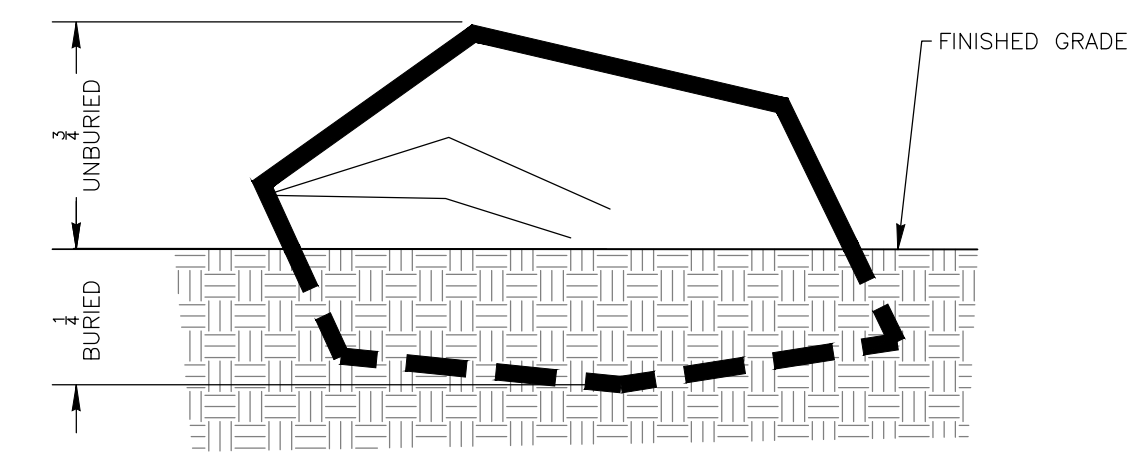
**01** SHOVEL CUT EDGE  
NTS



NOTE: REMOVE TREATED OR SYNTHETIC BURLAP COMPLETELY. REMOVE ANY SOIL AND/OR MULCH AWAY FROM TREE CROWN AFTER INSTALLATION.

NOTES:  
1. THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.

**02** DECIDUOUS TREE PLANTING AND STAKING DETAIL  
NTS



**03** BOULDER INSTALLATION DETAIL  
NTS

**GENERAL LANDSCAPE NOTES**

1. CONTRACTOR SHALL LOCATE AND IDENTIFY EXISTING UNDERGROUND AND OVERHEAD UTILITIES WITHIN CONTRACT WORK AREAS PRIOR TO CONSTRUCTION. CONTACT DIG LINE, INC. @ 1.800.342.1585. PROVIDE ADEQUATE MEANS OF PROTECTION OF UTILITIES AND SERVICES DESIGNATED TO REMAIN. REPAIR UTILITIES DAMAGED DURING SITE WORK OPERATIONS AT CONTRACTOR'S EXPENSE.
2. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERY STANDARDS FOR TYPE AND SIZE SHOWN.

**GENERAL IRRIGATION NOTES**

1. ALL PLANT MATERIALS TO BE WATERED BY THE DEVELOPMENT PRESSURIZED IRRIGATION SYSTEM.
2. COVERAGE; THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE ONE HUNDRED PERCENT (100%) COVERAGE WITH HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
3. MATCHED PRECIPITATION RATES; SPRINKLER HEADS SHALL HAVE MATCHED PRECIPITATION RATES WITHIN EACH CONTROL VALVE.
4. IRRIGATION DISTRICTS; SPRINKLER HEADS IRRIGATING LAWN OR OTHER HIGH WATER DEMAND AREAS SHALL BE CIRCUITED SO THAT THEY ARE ON THE SEPARATE ZONE OR DISTRICT FROM THOSE IRRIGATING TREES, SHRUBS, OR OTHER REDUCED WATER DEMAND AREAS.
5. OVERSPRAY; SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS STREETS, SIDEWALKS, DRIVEWAYS, AND PARKING AREAS.

<p>CANYON VILLAGE SHOPS SUBDIVISION CALDWELL, IDAHO LANDSCAPE NOTES &amp; DETAILS</p>				 5725 NORTH DISCOVERY WAY BOISE, IDAHO 83713 PHONE (208) 639-6939 kmenglp.com																	
<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>ITEM</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>					NO.	ITEM	DATE														
NO.	ITEM	DATE																			

# CONCEPTUAL BUILDING ELEVATIONS



**NOW LEASING**  
TheJaxonLiving.com

**IDAHO'S BEST PERSONAL LENDER TWO YEARS IN A ROW**  
**IDAHO FINANCE**  
LOANS FROM \$100 TO \$5,000  
idahofinance.com • 708-999-LOAN (5276)

**STEED**  
COMMERCIAL REAL ESTATE  
CALL 878-7200





THE JAXON

NOW LEASING  
TheJaxonLiving.com

JX



PLAZA SITES AVAILABLE  
SEE LISTING

TOUR TODAY

THE JAXON









2008065787

RECORDED

2008 DEC 17 AM 10 04

WILLIAM H. HURST  
CANYON CNTY RECORDER  
BY *[Signature]*

REQUEST TYPE *Back Fee*  
CALDWELL CITY OF

25

Recording requested by:  
City of Caldwell  
Planning and Zoning Dept.  
P.O. Box 1179  
Caldwell, Idaho 83606

For Recording Purposes Do  
Not Write Above This Line

**Development Agreement  
Oasis Commercial Subdivision**

This Development Agreement is made and entered into this 15<sup>th</sup> day of December 2008, by and between the City of Caldwell, a municipal corporation in the State of Idaho ("City"), by and through its Mayor, and Grand Slam, L.L.C, an Idaho limited liability company ("Owner/Applicant/Developer").

WHEREAS, the Owner/Applicant/Developer holds title to certain real estate ("Property") located in the City and more particularly described as follows:

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

WHEREAS, the Property is currently identified as R30899 by the Canyon County Assessor's Office; and

WHEREAS, the Property is the subject of an application for annexation identified as Case Number ANN-173-08; and

WHEREAS, the Property is the subject of an application for preliminary plat identified as Case Number SUB-194P-08; and

WHEREAS, development of the Property will be as a C-3 (Service Commercial) development; and

WHEREAS, the Property is currently zoned A (Agriculture) in Canyon County, Idaho; and

WHEREAS, the Property will be zoned C-3 (Service Commercial) when annexed into the City along with a Commercial designation on the City Comprehensive Plan Map; and

WHEREAS, it is the intent of this Development Agreement to protect the rights of the Owner/Applicant/Developer's use and enjoyment of the Property, while at the same time limiting any adverse impacts resulting from the annexation and zone classification of this Property upon neighboring properties and the community and

Oasis Development Agreement  
Original *[Signature]*

(K)

ensuring that any development of the Property is in a manner consistent with the City's Comprehensive Plan and City Code; and

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

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

WHEREAS, the annexation and zone classification approval is subject to this Development Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Owner/Applicant/Developer and the City agree as follows:

#### ARTICLE I LEGAL AUTHORITY

- 1.1 The City will adopt an ordinance to annex the Property subject to the provisions of this Development Agreement and provided the Owner/Applicant/Developer is either the Owner of the Property or is duly authorized by the Owner of the Property. This Development Agreement shall be signed and delivered to the Caldwell Planning and Zoning Department within 20 days of the approving City Council public hearing, and prior to the Mayor's signing of the affirmative Order of Decision by the Mayor and City Council permitting the rezone classification. The annexation ordinance shall only become effective after its passage, approval and publication.
- 1.2 Waiver and Settlement of Legal Claims: During the processing of the land use application (Caldwell City Case NO. ANN-173-08/SUB-194P-08 (Oasis Annexation) the Owner/Applicant/Developer has made several legal claims and allegations to the effect that, at least, Article II, subsections 14(b), 14(g), 34, 45 and 46 of this Agreement are illegal and unenforceable. Such claims are based upon assertions that such conditions are unconstitutional takings, violative of due process and/or equal protection guarantees, illegal impact fees, and/or exactions that lack an essential nexus or rough proportionality to the adverse impacts of the development. The existence of these claims creates significant concern and caution for the City that, without the waiver set forth in this section, may have resulted in delay of the final approval of this matter or may have resulted in the project being denied annexation. In order to avoid delay and uncertainty (caused by the filing of declaratory judgment action by City or variance applications by Owner/Applicant/Developer) the parties agree as follows:

- 1.2.1 Former Article II, sections 45 and 46, shall be removed from this final version of the Agreement.
- 1.2.2 Owner/Applicant/Developer voluntarily, knowingly, intentionally and with the advice of its legal counsel, hereby waives legal claims or causes of action of any kind against the City for any condition of development approval set forth in this Agreement or in the Order of Approval. Such waiver includes, but is not limited to, claims made on the record with respect to conditions requiring transfer of water rights, construction of a traffic signal (or portions thereof), or construction and dedication of a right turn lane on southeasterly bound Cleveland Boulevard at Homedale Road on any legal basis whatsoever.
- 1.2.3 City agrees to approve the development project without the delay that might result from seeking a judicial declaration as to the legality of the development conditions.
- 1.2.4 Owner/Applicant/Developer agrees to proceed on the matter without exhausting its administrative remedy of seeking a variance to conditions imposed by ordinance or otherwise.
- 1.2.5 The parties acknowledge that the consideration described in this section 1.2, together with the development agreements entered into by them generally, are sufficient consideration for this settlement, release and waiver of legal claims.
- 1.2.6 The parties agree that the legal claims discussed herein and on the record of this matter are doubtful and disputed claims and by this settlement the parties agree to compromise and buy their peace.

ARTICLE II  
CONDITIONS OF THE ANNEXATION AND ZONING

2.1 The Property shall be utilized in the fashion and according to the terms set forth in the development application Case No. ANN-173-08/SUB-194P-08 to include the following conditions:

1. Except as specifically stated otherwise in this Development Agreement, all development of the Property must meet all requirements of City code, ordinances, policies, rules, regulations and standards of the City in effect at the date of the submittal of any application involving the Property.
2. In the event the Property's legal description is discovered to be in error, the Owner/Applicant/Developer shall be responsible for assuming the measures necessary to provide the City with an accurate legal description.

3. Development shall be consistent with the City's Comprehensive Plan. Any flexibility granted shall be consistent with the interests of the City and in substantial compliance with said Plan.
4. In accordance with City Code, any phase of development of the Property shall require the construction of street side improvements in any public right-of-way adjacent to the Property to include curb, gutter, sidewalk, sub-base, asphalt paving, storm drainage facilities, street lights and water mains. These street improvement features shall be incorporated into the design and construction of all streets located within the development as well all adjacent streets.
5. All roadways, planned and future, shall be built to City standards and dedicated for public purpose. Public roadway improvements shall include curb, gutter, sidewalk, sub-base and asphalt paving, storm drainage facilities, streetlights, and water mains. These street improvement features shall be incorporated into the subdivision and/or development as it is developed and shall be constructed by an appropriately-licensed public works contractor.
6. At the time of development or within 90 days of a request by the City (whichever is sooner), the Owner/Applicant/Developer shall dedicate necessary right-of-way, being a forty-five foot one-half width right-of-way (minus existing), along the entire Cleveland Boulevard frontage of the Property.
7. Any reconstruction of the existing improvements within the Cleveland Boulevard right-of-way shall be reconstructed to City of Caldwell and/or Idaho Transportation Department standards, whichever is more restrictive. The street shall feature standard vertical curb and gutter, 5-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights.
8. At the time of development or within 90 days of a request by the City (whichever is sooner), the Owner/Applicant/Developer shall dedicate necessary right-of-way, being a forty-foot one-half width right-of-way (minus existing) along the Property's entire Homedale Road frontage.
9. At the time of development the Owner/Applicant/Developer shall improve Homedale Road to include a 24.5-foot half-width street section centerline to back of curb and five-foot wide sidewalk. The street shall feature standard vertical curb and gutter, five-foot wide sidewalks, sub-base and asphalt paving, required storm water drainage facilities and street lights, all of which shall extend the entire length of the Property's Homedale Road frontage.
10. If specifications to the current street section schedule requirements or standards for street improvements, as defined in this Development Agreement, have changed by the date of submittal of a new preliminary plat application or rezone application, the Owner/Applicant/Developer shall be required to adhere to the more stringent requirements at time of development.

11. Any non-classified street on the Property shall be constructed within a minimum fifty-six (56) foot right-of-way consistent with the City subdivision ordinance or a fifty-one (51) foot right-of-way consistent with City standards for a planned unit development. The streets shall be constructed at a width of 37 feet to back of curb and shall feature standard rolled curb, gutter, 4-foot wide sidewalks, sub-base and asphalt paving, required storm drainage facilities and streetlights.
12. All development, impending and future, shall comply with City spacing and alignment standards restricting full access approaches and intersections to a distance of no less than 440 feet, near curb to near curb, from signalized intersections or intersections likely to be signalized (intersections of classified roads) and right-in/right-out intersections a distance no less than 220 feet, near curb to near curb, from such intersections. Further, approaches on the same side of the street shall be spaced no less than 150 feet apart, near curb to near curb. Approaches or intersecting roadways to be installed across the street from existing intersections shall either be aligned within a 10-foot centerline offset or be offset by no less than 150 feet near curb to near curb.
13. Any development of the Property shall require compliance with Idaho State Statute 49-221 regarding clear sight at intersections within and adjacent to the Property and other applicable standards.
14. The following traffic mitigation requirements shall be installed/adhered to:
  - a. Provide a cross-access easement allowing use of approaches and cross-access of the site by all development on the site and by adjacent development. This requirement shall be noted on the final plat.
  - b. The Oasis Subdivision is expected to generate 4399 vehicle trips per day. 429 of these vehicle trips are expected to be generated in the critical (P.M.) peak hour (excluding both pass-by trips, whose trip purpose is not based in The Oasis and capture trips which occur internally to the subdivision). Community Planning Association of Southwest Idaho has computed the average trip length in Canyon County to be 7.3 mi. Traffic impact mitigation should presumably occur at both trip ends so ½ of the trip length should be attributed to each end. It is estimated that trips will encounter a major intersection every half mile along any given path. The capacity of an average fully improved intersection (assumed to be the intersection of a collector and an arterial road) is estimated to be 5,080 vehicles/hour. Trips generated by The Oasis Commercial Subdivision will utilize:  $(429 \text{ veh/hr} * 7.3 \text{ mi/trip} * 0.5 \text{ trip ends} * 2 \text{ intersections/mi}) / 5,080 \text{ veh/hr per avg intersection} = 61.6\%$  of the capacity at an average intersection (said average intersection roughly estimated at \$425,000 in 2008, which may be subject to change due to design and construction costs at the time of installation). This percentage represents the total capacity utilized from each intersection (once fully improved) encountered by trips generated over the development's half of the generated trip length.

- 1) The applicant shall construct roughly 62% of the signalization improvements needed for an average intersection, as defined, at one or more nearby (within 7.3 miles of the site) deficient locations to be determined by Engineering staff. The Engineering staff shall have reasonable discretion to determine the sites of construction and what construction equals roughly 62% of the signalization improvements needed for an average intersection.
  - 2) The applicant may be allowed, at his option, to contribute monies in lieu of construction, but the basis for the obligation is for construction. Monetary contributions must be made at a level commensurate with costs to construct the same by the City and as estimated by the City. With reference to Article I, section 1.2, Owner/Applicant/Developer agrees that this alternate provision for payment of money is not a requirement, is for the benefit and convenience of the Owner/Applicant/Developer only and does not constitute an Impact Fee.
  - 3) The above-stated traffic signal mitigation of roughly 62% shall be paid in equitable portions per each of the five phases of the planned subdivision.
- c. The applicant shall keep the City informed of and comply with any additional requirements Idaho Transportation Department has the final authority to impose. The strictest of coincident or conflicting requirements shall apply (for instance – if Idaho Transportation Department requires the construction of a greater mitigation percentage than that given in Item 14(b)(1)(2) and (3) above, the stricter requirement shall prevail as an obligation of the applicant independent of the City), except that placement of approaches shall be determined by City approach spacing standards.
  - d. An eastbound left turn lane is warranted at the eastern-most Homedale Road approach currently proposed as a full approach. This access point shall meet all spacing requirements, which for a full approach is 440 feet from near edge to near edge of the intersections. In the event the applicant chooses to make the eastern-most Homedale Road approach a right-in/right-out only approach, the requirement for an eastbound left turn lane at this approach will no longer be necessary.
  - e. Install stop control at all site access points.
  - f. Provide left-turn lanes at all site access points.
  - g. The following shall be required based on additional delay introduced at the intersection of Cleveland and Homedale by site traffic and the

anticipated, associated degradation of that intersection's pre-development level of service (LOS).

- 1) Construct a southbound right turn lane at the intersection of Homedale and Cleveland Boulevard. Provide the necessary right-of-way in addition to the minimum to accommodate the right-turn lane with two feet to spare behind the sidewalk. Accomplishment of this item will require design review by the City Engineer.
  - i. The two shared approaches on Cleveland Boulevard shall be right-in/right-out approaches only, not full approaches.
  - ii. The City shall credit adjustments to the traffic signal necessary to accommodate the right turn lane against the traffic signal mitigation of roughly 62%.
  - iii. Necessary right-of-way above the minimum required to accommodate the right-turn lane shall be credited against the traffic signal mitigation of roughly 62% based upon the purchase price of the property (raw land value) and shall be dedicated in conjunction with Phase 2 as depicted on Exhibit "D".
  - iv. Addendum to the traffic study shall be completed at the expense of the Owner/Applicant/Developer (through the City's traffic study process as outlined in City code) to assess the need for a southbound right-turn lane at the intersection of Cleveland and Homedale. Said addendum shall be completed prior to submittal of any final plat application for Phase 4 as depicted on said Exhibit "D". Should phase lines or phase plans change, said addendum shall be completed prior to submittal of any final plat applications for the last 50% of the Property.
  - v. If said right-turn lane is warranted (ACHD right-turn lane warrant at projected build-out) and subsequently required by the City Engineer, it shall be constructed (or an appropriate financial guarantee be placed with and accepted by the City pursuant to financial guarantee rules as outlined in the City's subdivision ordinance) in conjunction with the phase for which the addendum was completed. In no case shall construction (or financial guarantee) of said right-turn lane be left to be completed in the final phase of the development. If said right-turn is not warranted (ACHD right-turn lane warrant at projected build-out), construction shall not be required.

15. In the course of development, street improvements, traffic mitigation measures or trust investments shall be completed in equitable portions for each phase so that the cost to develop lots given the overall improvements required is as nearly the same for each phase as is practical. In no case shall a disproportionate share of the cost be delayed to later phases.
16. The Property shall be always be maintained in keeping with the City's nuisance abatement program. Maintenance shall include the mowing of all weeds (said mowing to take place at least monthly within the months of April, May, June, July, August, September and October) within the subdivision boundaries and the immediate removal of noxious weeds when they are identified. All appropriate dust abatement procedures shall be applied as necessary for dust mitigation.
17. At the time of development a "Rules and Regulations" sign shall be posted and maintained at the entryways to the project until it is fully developed. The signs would be intended for subcontractors performing work and should include: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction parcel onto streets; 7) installation of a temporary construction fence that would keep debris from being blown off site by the wind; 8) no burning of construction or other debris on the Property.
18. The Morris out parcel should be included in the annexation and subdivision application with applicable right-of-way dedication and street improvement requirements constructed along the entire frontage of said out parcel, provided the out parcel owners consent. The Owner/Applicant/Developer shall provide water and sewer stubs to said out parcel.
  - a. In the event that the out parcel owners do not consent to annexation, or in lieu of annexation, to dedicating appropriate right-of-way along Homedale Road sufficient to construct required street improvements, this requirement shall be waived in its entirety. Documents deeded sufficient by the Planning and Zoning Department shall have to be submitted to said Planning and Zoning Department certifying the following: a) the out parcel owners do not wish to annex into the City or be part of the Oasis Commercial Subdivision; and, b) the out parcel owners do not wish to dedicate right-of-way along Homedale Road in exchange for street paving, curb and gutter, sidewalks, replacement of any landscaping that would have to be moved/destroyed in the process of street improvement construction, and sewer and water services/stubs.
  - b. Document dated August 29, 2008 and attached as "Exhibit B" shows the out parcel owners refusal to annex and/or dedicate right-of-way; therefore Condition No. 18 is waived in its entirety.

19. All historical drainage discharge points from the Property shall be identified and retained for irrigation facilities.
20. All phases of any development shall require compliance with the City's Storm Water Management Manual and any updates adopted subsequent to the date of this Development Agreement. The engineer of record shall provide calculations which indicate that the assumptions in the stormwater drainage plan comply with the requirements of said Management Manual and said adopted updates.
21. Public road storm drainage shall be discharged to seepage beds.
22. Sewer is available from a 10" line in Cleveland Boulevard and an 8" line in Homedale Road.
23. All building lots shall be provided with individual sewer service.
24. The location of sewer service, including sizing of mains, providing of easements, frontage construction, and offsite construction shall be decided by the Engineering Department during review of improvement plans.
25. A public utility easement not less than 20 feet in width shall be provided for any sewer lines not in the public right-of-way and 30 feet in width for adjacent sewer and water lines. Said easements shall be constructed under/within an all-weather surface so as to provide access for maintenance and/or repair.
26. All development shall require all easements and/or rights-of-way to be determined and clearly indicated on all Final Plats. A note shall be placed on the Final Plat indicating that all rights-of-way are to be dedicated to the public.
27. No individual common lot or individual commercial lot or individual residential lot or any other individual buildable lot within any development on the Property shall be allowed to take direct access to any classified roadways. It shall be noted that shared approaches on commercially-used lots (approaches used by two or more lots) are NOT considered individual direct access to a classified roadway and are therefore allowed as follows: Lots 1 and 2 shared right-in/right-out; Lots 4 and 5 shared right-in/right-out, said lots as shown on the preliminary plat dated September 17, 2008 and attached to this Development Agreement as "Exhibit C".
28. Water is available from a 12-inch line in Homedale Road and an 8" line in Cleveland Boulevard. All development shall require the Property to connect to the City Municipal Water System and comply with any applicable City Water Master Study.
29. All building lots shall be supplied with potable water and an individual water meter. The location of water services, including sizing of mains, providing of

easements, frontage construction and offsite construction shall be decided by the Engineering Department during review of improvement plans.

30. All on site water mains shall be looped into existing mains for fire flow and water quality purposes. Internal main sizing and construction plan approval shall be dependent upon the availability of fire flow.
31. Development of the Property shall comply with the Southeast Trunk Sewer Study as dated November 2002.
32. All-weather surfaces shall be required adjacent to mainlines that fall outside the public right-of-way.
33. Irrigation water for the Property shall be obtained from the appropriate irrigation entity, such as an irrigation district, and/or from other existing surface or ground water rights appurtenant to the Property. Pressure irrigation facilities shall be provided consistent with City specifications and dedicated to the City.
34. Any water share or rights on the Property as of the date of this agreement, excepting those held in trust by an irrigation entity, such as an irrigation district, shall not be sold, otherwise transferred to other parties or abandoned, but shall be transferred to the City for use on the Property. The City shall assist in obtaining transfer approval. The transfer application will not be filed place until development begins.
35. Development must allow the continuance of existing drainage and/or irrigation rights-of-way across the Property in accordance with Idaho law. The appropriate irrigation and/or drainage district shall be contacted to aid in ascertaining these rights.
36. It appears that the Moses Drain runs along the south and southwesterly boundary of the Property and the 15.0 Lateral bisects the Property in a north-to-south alignment. Existing easements and/or rights-of-way for the drain lateral and any other irrigation facility shall be determined and clearly indicated on the construction plans and on the final plat (excluding prescriptive easements).
37. Construction across or re-routing of the Moses Drain and the 15.0 Lateral are subject to approval by Pioneer Irrigation District and/or the Bureau of Reclamation. Irrigation facilities shall be located outside the public right-of-way and shall be moved, adjusted and/or improved as necessary to facilitate required street improvements.
38. The Order of Decision, including all conditions of approval, for the annexation of the Property and the preliminary plat for Oasis Commercial Subdivision is hereby made a part of this Development Agreement to be adhered to by the Owner/Applicant/Developer and incorporated herein by this reference. In the

event there is a discrepancy or conflict, the strictest condition shall apply but the Planning and Zoning Department shall be allowed the flexibility to clarify inconsistencies with the caveat that said Department may or may not deem it necessary to take the issue back before City Council as a new business item for clarification.

39. A temporary easement on the alignment of any master-planned sewer at a width necessary for construction of the same (not less than 30 feet in width) shall be granted and remain in effect until replaced by right-of-way or a permanent easement.
40. A maximum of four real estate (which includes for sale, lease, rent or trade as well as all "coming soon" signs and signs advertising "financing by") signs may be placed anywhere on the Property until such time that all final plats relating to the Property have been recorded. The maximum size for the real estate signs shall be forty-eight (48) square feet in area. No additional real estate signage shall be allowed other than the four aforementioned real estate signs. All other signage on the Property shall follow the most-current sign ordinance.
41. Any note, item or drawing element on any plats, drawings, designs or plans inconsistent or non-compliant with City Codes, Policies and/or Ordinances, any item in this Development Agreement or said Order of Decision shall not be construed as approved, regardless of stamped approval by any City department, unless specifically addressed as an exception by City Council and granted by the City Council as an exception.

### ARTICLE III AFFIDAVIT OF PROPERTY OWNERS

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

### ARTICLE IV DEFAULT

4.1 Upon a breach of this Development Agreement, either 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. Before any failure of any party to this Development Agreement to perform such party's obligations under this Development 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 Development Agreement may be found to have occurred

if performance has commenced to the complete and full satisfaction of the complaining party within thirty (30) days of the receipt of such written notice.

4.2 The parties hereto may, in law or in equity, by suit, action, mandamus or any other proceeding, including, without limitation, specific performance, enforce or compel the performance of this Development Agreement; provided, however, that Owner/Applicant/Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against City or any elected or appointed officials, officers, employees, agents, representatives, or attorneys on account of the negotiation, execution or breach of any of the terms and conditions of this Development Agreement. In the event of a judicial proceeding brought by any party to this Development Agreement against the other party for enforcement or for breach of any provision of this Development Agreement, the prevailing party in such judicial proceeding shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees incurred in connection with such judicial proceeding.

4.3 In the event of a material breach of this Development Agreement, the parties agree that each shall have thirty (30) days after delivery of notice of said breach to correct the same prior to the non-breaching party's seeking the remedies provided herein; provided, however, that in the case of any such default which cannot with diligence be cured within said thirty (30) day period, if the defaulting party shall commence to cure the same within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

#### ARTICLE V UNENFORCEABLE PROVISIONS

5.1 If any provision of this Development Agreement or the application of any provision of this Development Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and this Development Agreement shall continue in effect. However, if such provision is not severable from the balance of the Development Agreement so that the mutually dependent rights and obligations of the parties remain materially unaffected, this Development Agreement shall become void unless the portion of this instrument determined to be invalid or unenforceable is re-negotiated in good faith between the Owner/Applicant/Developer and the City as an amendment to the Development Agreement processed in accordance with the notice and hearing provisions of Idaho Code Section 67-6509.

ARTICLE VI  
ASSIGNMENT AND TRANSFER

6.1 After its execution, the Development Agreement shall be recorded in the Office of the County Recorder by the City Clerk.

6.2 Each commitment and the restrictions on the development shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property and shall run with the land.

6.3 This Agreement shall be binding on the Owner/Applicant/Developer, and his/her/their respective heirs, administrators, executors, agents, legal representatives, successors, and/or assigns; provided, however, that if all or any portion of the development is sold, the sellers shall thereupon be released and discharged from any and all obligations in connection with the Property sold arising under this Development Agreement, and such obligations shall be automatically adopted by the buyer of the same.

6.4 The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Development Agreement with respect to the Property or portion thereof.

ARTICLE VII  
GENERAL MATTERS

7.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of the Idaho Code Section 67-6509.

7.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine, or neutral gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

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

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

Caldwell: City of Caldwell  
Planning and Zoning Department  
P.O. Box 1179  
Caldwell, ID 83606

Owner/Applicant/Developer: Grand Slam, LLC, an Idaho corporation  
Preston Nicholes  
~~15472 Riverside Rd.~~ 521 N. 10<sup>th</sup> #22  
Caldwell, ID 83605

Carl Elkins  
P.O. Box 338  
Victor, CA 95253

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


7.5 Merger and Integration. This writing embodies the whole Development Agreement. There are no promises, terms, conditions, or obligations other than those contained in this Development Agreement. All previous and contemporaneous communications, representation, or agreements, either verbal or written, between City and Owner/Applicant/Developer are superseded by this Development Agreement.

7.6 Third party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

7.7 Changes in State and Federal Law. This Development Agreement shall not preclude the application of changes in state or federal laws or regulations to the Property. In the event such law prevents or precludes compliance with one or more provisions of this Development Agreement, City and Owner/Applicant/Developer shall meet and confer to determine how provisions of this Development Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment(s) to this Development Agreement.

7.8 Effective Date. This Development Agreement shall be effective upon the date of recordation. The City shall deliver to each of the parties hereto a recorded and fully executed copied original of this Development Agreement.

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

Oasis Development Agreement  
Original 

DATED this 15<sup>th</sup> day of December, 2008

Oasis Development Agreement  
Original 

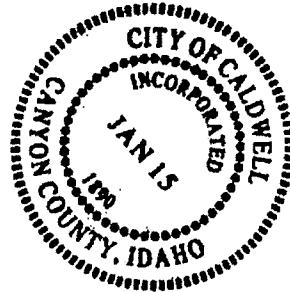
CALDWELL:

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

By: Garret L. Nancolas, Mayor

ATTEST:

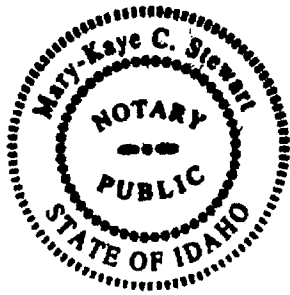
Debbie Meyer, City Clerk  
DATED this 15<sup>th</sup> day of December, 2008



STATE OF IDAHO )  
 ) : ss.  
County of Canyon )

On this 15<sup>th</sup> day of December, 2008, before the undersigned notary public in and for the said state, personally appeared Garret L. Nancolas, known or identified to me to be the Mayor of the City of Caldwell and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

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



Mary-Kaye C. Stewart  
Notary Public for Idaho  
Residing at: Owyhee County  
My Commission Expires: 07-14-2014

OWNER/APPLICANT/DEVELOPER:

Grand Slam, LLC, an Idaho corporation

By: Carl Elkins  
Its: Managing Member

Carl Elkins  
Carl Elkins

STATE OF California )  
County of San Joaquin : ss

On this 14th day of December, 2008, before the undersigned notary public in and for the said state, personally appeared Carl Elkins, the Managing Member of Grand Slam, LLC, an Idaho Corporation, known or identified to me to be the Owner/Applicant/Developer referenced herein and the person who executed the foregoing instrument on behalf of Grand Slam, LLC as its Managing Member.

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



D. Giordano  
Notary Public for State of Calif.  
Residing at: Stock, Calif.  
My Commission Expires: 8-10-10

Oasis Development Agreement  
Original [Signature]

OWNER/APPLICANT/DEVELOPER:

Grand Slam, LLC, an Idaho corporation

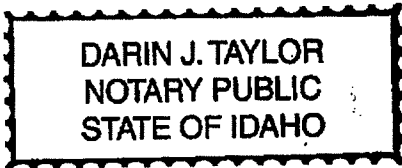
By: Preston Nicholes  
Its: Managing Member

Preston Nicholes  
Preston Nicholes

STATE OF IDAHO )  
 ) : ss.  
County of Canyon )

On this 4<sup>th</sup> day of December, 2008, before the undersigned notary public in and for the said state, personally appeared Preston Nicholes, the Managing Member of Grand Slam, LLC, an Idaho Corporation, known or identified to me to be the Owner/Applicant/Developer referenced herein and the person who executed the foregoing instrument on behalf of Grand Slam, LLC as its Managing Member.

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



Darin J. Taylor  
Notary Public for IDAHO  
Residing at: MIDDLETON, ID  
My Commission Expires: OCT. 27, 2009

## Exhibit A

COMMENCING at the SW corner of said Section 6, also being the SW corner of said Government Lot 7; thence North 89° 45' 44" East, 1031.88 feet along the south boundary of said Government Lot 7 to a point on the centerline of existing Moses Drain, the **TRUE POINT OF BEGINNING**; thence North 25° 52' 43" West, 1104.66 feet along said centerline to a point which lies on a line 995.90 feet northerly from and parallel with the south boundary of said Section 6; thence North 89° 45' 53" East, 799.96 feet along said parallel line (as determined by a line joining the Southwest corner and the S ¼ corner of said Section 6) to a point on the southwesterly right-of-way of the Nampa-Caldwell Boulevard; thence traversing said right-of-way as follows: South 46° 51' 50" East, 1235.93 feet; thence southeasterly 65.13 feet along the arc of a curve to the right having a central angle of 89° 55' 17", a radius of 41.50 feet and a long chord which bears South 1° 54' 15" East a distance of 58.65 feet; thence South 43° 11' 02" West, 47.04 feet; thence southwesterly 48.06 feet along the arc of a curve to the right having a central angle of 45° 53' 28", a radius of 60.00 feet and a long chord which bears South 66° 09' 07" West a distance of 46.78-feet; thence leaving said right-of-way North 0° 34' 27" West, 9.90 feet (formerly North 00° 24' 37" West 10.00 feet); thence South 89° 01' 00" West, 9.96 feet (formerly South 89° 35' 23" West 10.00 feet); thence South 0° 46' 42" East, 9.90 feet (formerly South 00° 24' 37" East 10.00 feet) to a point of a right-of-way for Homedale Road, per Highway Survey project NH-F-7963(021); thence South 89° 00' 24" West (formerly South 89° 35' 23" West), 184.38 feet along said right-of-way; thence South 0° 13' 57" East, 33.03 feet (formerly South 00° 22' 2" West 33.00 feet) to a point on the south boundary of the SE ¼ SW ¼; thence South 89° 46' 03" West, 427.70 feet along the south boundary of the SE ¼ SW ¼; thence North 0° 13' 57" West (formerly North 00° 12' East), 40.00 feet; thence North 11° 04' 43" East (formerly North 11° 06' 40" East), 101.98 feet; thence South 89° 46' 03" West (formerly South 89° 48' West), 120.00 feet parallel with the south boundary of said SE ¼ SW ¼; thence South 0° 13' 57" East (formerly South 00° 12' East), 140.00 feet to a point on the south boundary of said SE ¼ SW ¼; thence South 89° 46' 03" West (formerly South 89° 48' West), 154.70 feet along said south boundary to the SW corner of said SE ¼ SW ¼; thence South 89° 45' 44" West, 270.15 feet along the south boundary of Government Lot 7 to the **TRUE POINT OF BEGINNING**. Said parcel contains 24.03 acres, more or less.

# Exhibit B

To: City of Caldwell Planning and Zoning Department  
From: Jean Morris  
Subj: The Oasis Annexation into the City of Caldwell

To Whom It May Concern:

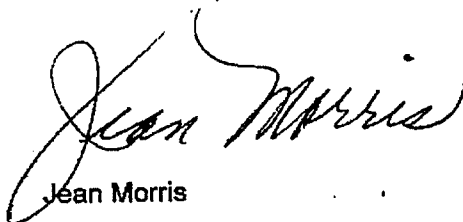
As the Owner of the parcel next to the future development known as The Oasis, please consider this my **rejection** of the City of Caldwell's request to annex my parcel, located at 5715 Homedale Road, Caldwell, Idaho in Canyon County.

Please also consider this my **rejection** of the City of Caldwell's request for my donation of 40' of right-of-way along the frontage of my parcel.

I do not wish to be a part of the platting of this subdivision, do not wish to be annexed and do not wish to donate any right-of-way.

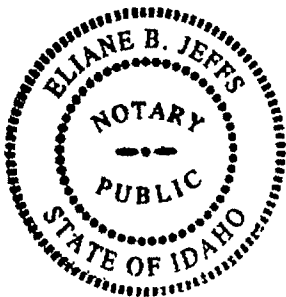
I understand that by rejecting the City of Caldwell's proposal, no curb, gutter, sidewalk or roadway will be constructed in front of our house. I also understand that sewer, water and pressurized irrigation services will not be provided to our parcel.

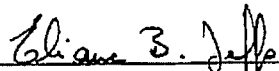
Sincerely,



Jean Morris

On this 29<sup>th</sup> day of August 2008, before me, Eliane B. Jeffs, a notary public of the State of Idaho, personally appeared Jean Morris, known or identified to me to be the person whose name is subscribed to this instrument and acknowledge to me that she executed this instrument.



  
Notary Public for Idaho  
Residing at Nampa, Idaho  
Commission Expires: 6/26/2012

AMJ

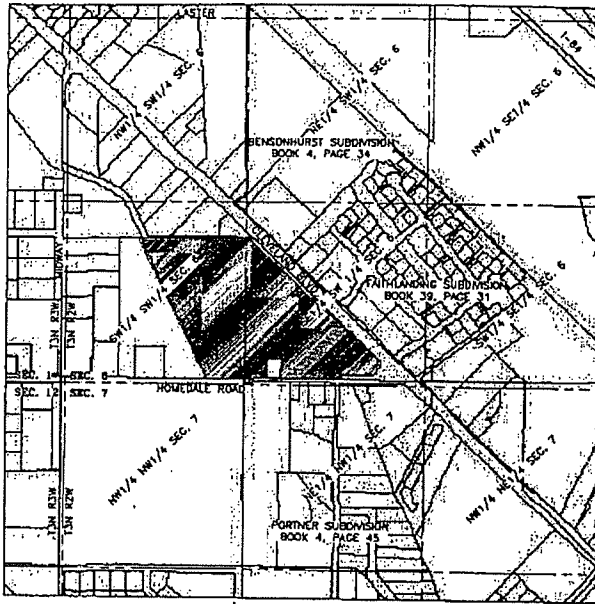
Exhibit B

Exhibit C

# OASIS - PRELIMINARY PLAT

OF THE SE1/4 SW1/4 AND OF GOVERNMENT LOT 7 OF SECTION 6,  
SHIP 3 NORTH RANGE 2 WEST, BOISE MERIDIAN,  
CANYON COUNTY, IDAHO  
2008

JPHRICE LLC  
2402 PLAZA  
IDAHO 83418



VICINITY MAP

SCALE: 1"=300'

### LEGEND

- SECTION LINE
- BOUNDARY LINE
- - - - - PROPOSED LDT LINE
- - - - - PROPOSED RIGHT-OF-WAY
- - - - - EXISTING IRRIGATION EASEMENT LINE
- - - - - PROPOSED EASEMENT LINE
- - - - - SURROUNDING PROPERTY LINES
- - - - - PROPOSED IRRIGATION LINE
- - - - - EXISTING IRRIGATION DITCH
- PROPOSED LIGHT POLE
- EXISTING FIRE HYDRANT
- FOUND BRASS CAP
- FOUND 3/8" REBAR
- FOUND 1/2" REBAR
- CALCULATED POINT
- W.C. WITNESS CORNER
- DITCH FLOW DIRECTION ARROW

### ROADWAY JURISDICTION

CITY OF CALDWELL

### FIRE DISTRICT

CITY OF CALDWELL FIRE DISTRICT

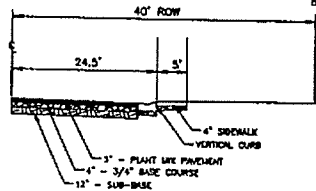
### IRRIGATION DISTRICT

CALDWELL IRRIGATION LATERAL DISTRICT

### TYPICAL ROAD SECTION

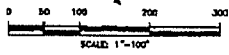
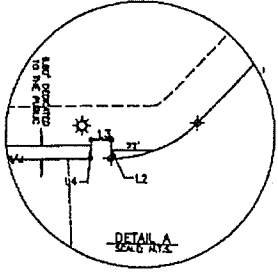
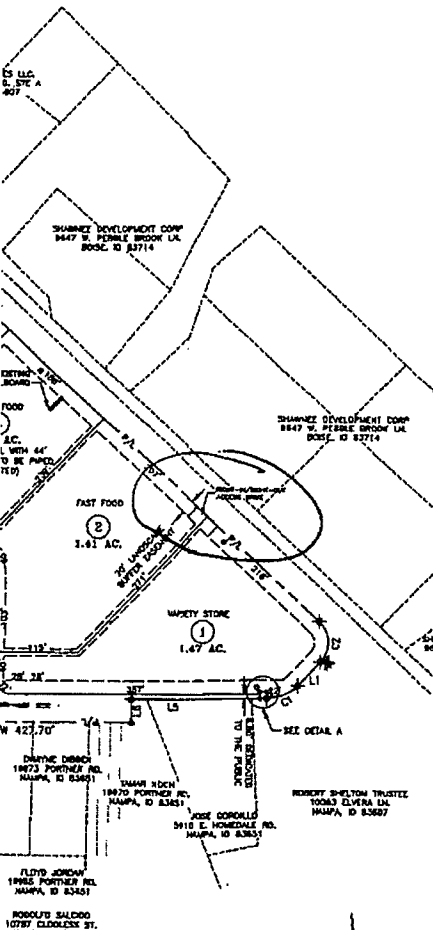
HOMEDALE ROAD (UNIMOR ARTERIAL)

A.P.S.



### OWNER & DEVELOPER

GRAND SLAM, LLC  
15472 RIVERSIDE ROAD  
CALDWELL, ID 83605  
(208) 442-8500



RES. TOTAL OF 20 LOTS  
ORNL, CA  
CALDWELL  
SALDWELL WITHIN STREET  
SIGN SYSTEM AND SHALL BE  
FORWORTH LATERAL DISTRICT.  
VISION BOUNDARY ARE AS NOTED.  
10' WIDE GENERAL UTILITY  
MENT SHALL MOVE WITH THE  
PWER AND BLK.1 TO CITY OF  
LL STANDARD DRAWING 8-810.

NO.	REVISIONS	DATE	BY	CHK

**TOOTHMAN-ORTON ENGINEERING COMPANY**  
CONSULTING ENGINEERS, SURVEYORS AND PLANNERS  
524 CLEVELAND BOULEVARD, SUITE 227  
CALDWELL, IDAHO 83605-4800  
OFFICES IN:  
BOISE, IDAHO  
COEUR D'ALENE, IDAHO  
TEL: (208) 763-2555  
FAX: (208) 763-2555

**THE OASIS**  
**PRELIMINARY PLAT**

DATE: SEPTEMBER 17, 2008  
PROJECT: 08017  
**SHEET 1 OF 1**

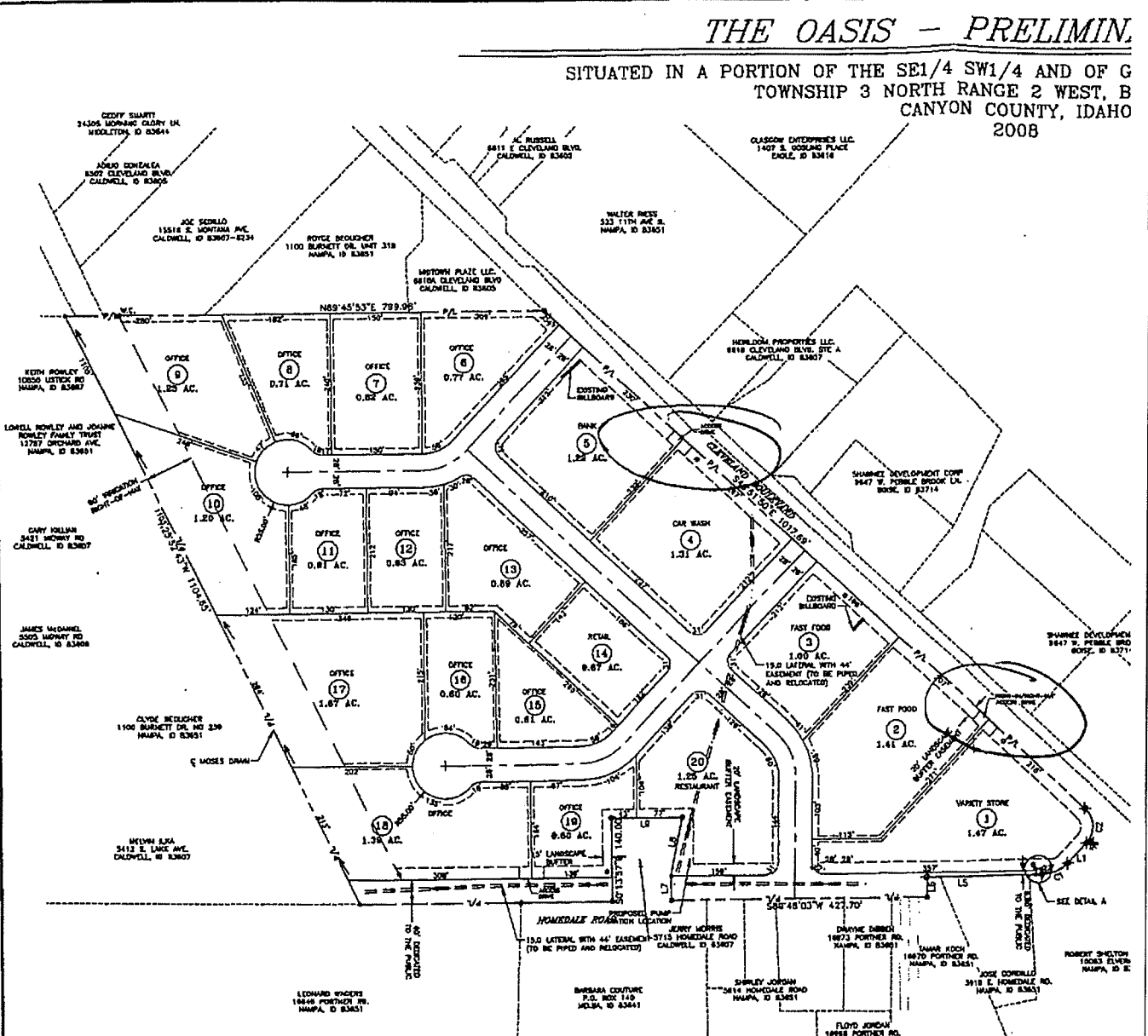
AND

Exhibit C

# THE OASIS - PRELIMIN.

SITUATED IN A PORTION OF THE SE1/4 SW1/4 AND OF G TOWNSHIP 3 NORTH RANGE 2 WEST, B CANYON COUNTY, IDAHO 2008

© 2008 TOOTHMAN-ORTON ENGINEERING CO. THIS INSTRUMENT IS THE PROPERTY OF TOOTHMAN-ORTON ENGINEERING CO. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT EXPRESS WRITTEN PERMISSION OF TOOTHMAN-ORTON ENGINEERING CO. IS STRICTLY PROHIBITED.



**EASEMENT LINE TABLE**

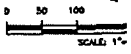
LINE	BEARING	DISTANCE
L1	S43°11'02"W	47.04'
L2	N0°34'27"W	9.80'
L3	S09°01'50"W	9.86'
L4	S0°45'42"E	9.90'
L5	S88°02'24"W	134.30'
L6	S0°12'37"E	53.03'
L7	N0°12'58"W	48.00'
L8	N11°04'43"E	101.86'
L9	S09°48'03"W	76.37'

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	48.00'	80.00'	45°31'16"	S46°09'03"W	46.78'
C2	65.10'	41.87'	66°44'18"	E75°16'16"E	58.88'

**DEVELOPMENT DATA:**

1. AREA TO BE DEVELOPED IS APPROXIMATELY 24.03 ACRES, TOTAL OF 20 LOTS.
2. PROPOSED ZONING CLASSIFICATION IS SERVICE COMMERCIAL, C3.
3. SEWAGE DISPOSAL WILL BE SUPPLIED BY THE CITY OF CALDWELL.
4. WATER SERVICE WILL BE SUPPLIED BY THE CITY OF CALDWELL WITHIN STREET SECTIONS.
5. IRRIGATION WILL BE SUPPLIED BY A PRESSURIZED IRRIGATION SYSTEM AND WILL BE OWNED, OPERATED AND MAINTAINED BY THE CALDWELL IRRIGATION DISTRICT.
6. UTILITY AND IRRIGATION EASEMENTS ALONG THE SUBDIVISION BOUNDARY ARE AS NOTED. THE STREET FRONTAGE OF EACH LOT SHALL HAVE A 10' VERTICAL UTILITY EASEMENT.
7. SHOULD LOT LINES BE ADJUSTED, THE EXISTING EASEMENT SHALL MOVE WITH THE ADJUSTED LOT LINE.
8. ALL PRIVATE ROADS IN THE DEVELOPMENT SHALL BE PAVED AND BUILT TO CITY OF CALDWELL STANDARDS.
9. ALL STORM WATER WILL BE RETAINED ON SITE.
10. ALL SIDEWALK ROADS SHALL BE PER CITY OF CALDWELL STANDARD DRAWING R-810. ALL ROADS WILL BE DEDICATED TO THE PUBLIC.

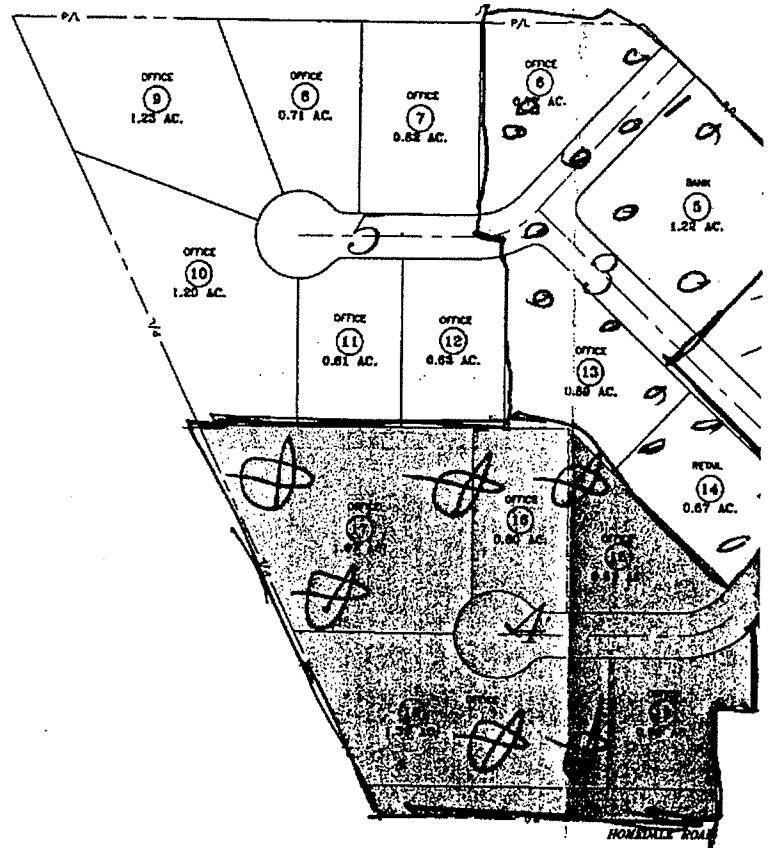




© 2008 TOOTHMAN-ORTON ENGINEERING CO. THIS INSTRUMENT IS THE PROPERTY OF TOOTHMAN-ORTON ENGINEERING CO. ANY REPRODUCTION, REUSE OR MODIFICATION OF THIS INSTRUMENT OR ITS CONTENTS WITHOUT SPECIFIC WRITTEN PERMISSION OF TOOTHMAN-ORTON ENGINEERING CO. IS STRICTLY PROHIBITED.

# THEE OASIS - PRELIM

SITUATED IN A PORTION OF THE SE1/4 SW1/4 AND 0  
TOWNSHIP 3 NORTH RANGE 2 WEST  
CANYON COUNTY, ID  
2008



AND

March 9, 2026  
Project No. 25-245

**Legal Description for  
Canyon Village Shops Subdivision**

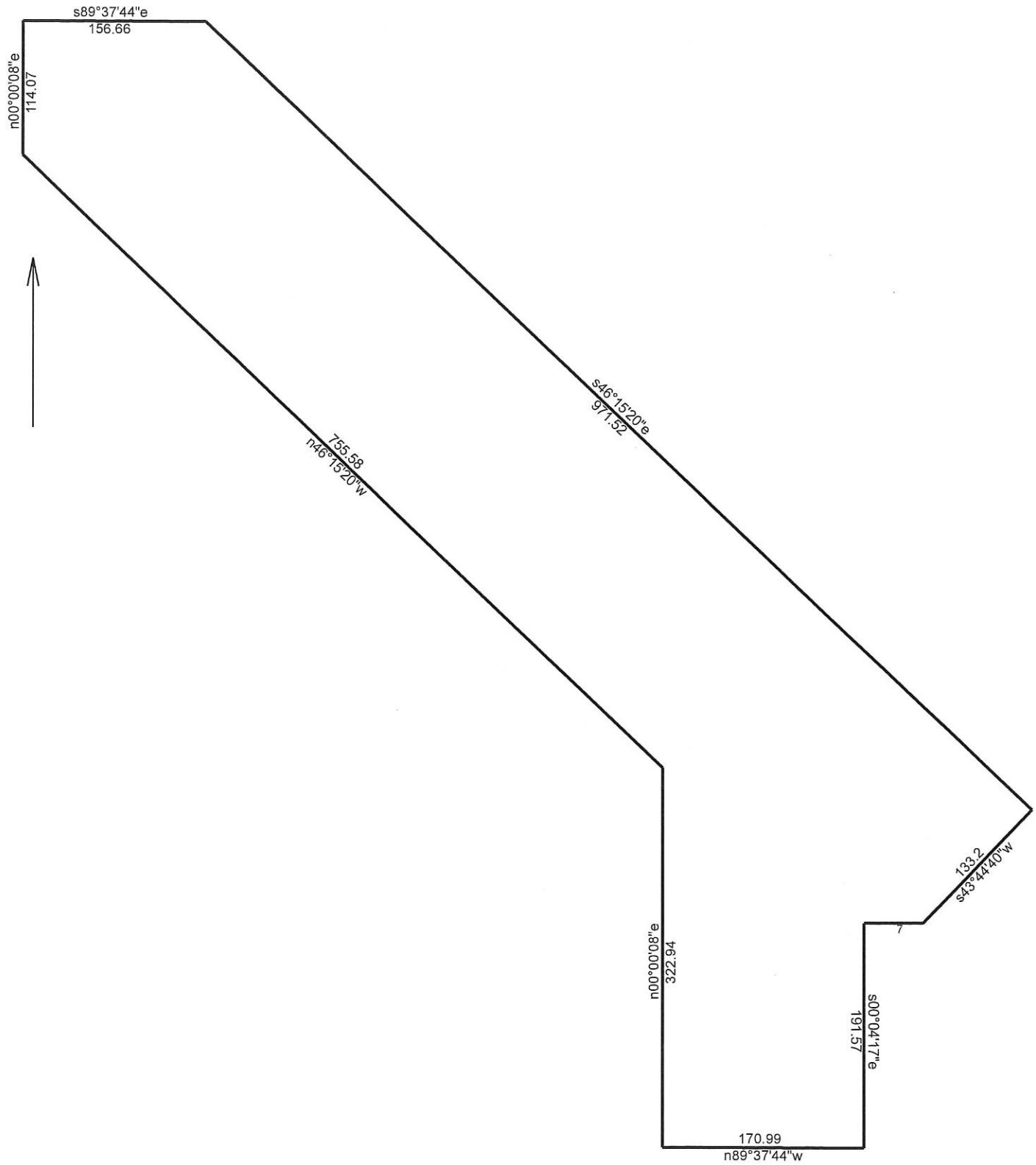
A parcel of land being a portion of Government Lot 7 and a portion of the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 2 West, Boise Meridian, City of Caldwell, Canyon County, Idaho and being more particularly described as follows:

Commencing at a found aluminum cap marking the Southwest corner of said Section 6, which bears N89°37'44"W a distance of 2,613.76 feet from a found 5/8-inch rebar marking the South 1/4 corner of said Section 6, thence following the southerly line of said Section 6, S89°37'44"E a distance of 1,749.24 feet; Thence leaving said southerly line, N00°22'15"E a distance of 40.00 feet to a found 5/8-inch rebar on the northerly right-of-way of Homedale Road and being the **POINT OF BEGINNING**.

Thence N00°00'08"E a distance of 322.94 feet to a found 5/8-inch rebar;  
Thence N46°15'20"W a distance of 755.58 feet to a found 5/8-inch rebar;  
Thence N00°00'08"E a distance of 114.07 feet to a found 5/8-inch rebar;  
Thence S89°37'44"E a distance of 156.66 feet to a found 5/8-inch rebar on the southwesterly right-of-way of Cleveland Boulevard;  
Thence following said southwesterly right-of-way, S46°15'20"E a distance of 971.52 feet to a found brass plug;  
Thence leaving said southwesterly right-of-way, S43°44'40"W a distance of 133.20 feet to a found 5/8-inch rebar;  
Thence N89°59'56"W a distance of 49.83 feet to a found 5/8-inch rebar;  
Thence S00°04'17"E a distance of 191.57 feet to a found 5/8-inch rebar on said northerly right-of-way;  
Thence following said northerly right-of-way, N89°37'44"W a distance of 170.99 feet to the **POINT OF BEGINNING**.

Said parcel contains 5.440 acres, more or less.





3/9/2026

Scale: 1 inch= 120 feet

File:

Tract 1: 5.4401 Acres (236969 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/597532), Perimeter=2866 ft.

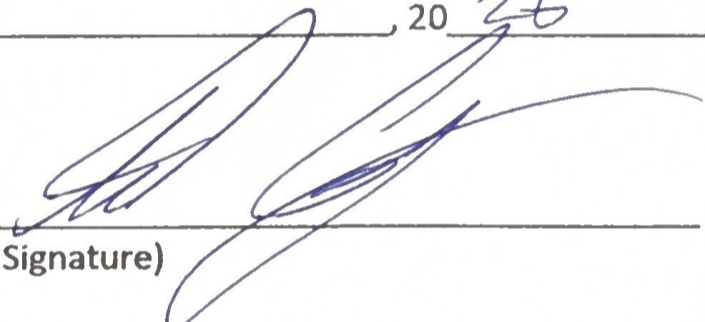
- |                     |                     |
|---------------------|---------------------|
| 01 n00.0008e 322.94 | 08 s00.0417e 191.57 |
| 02 n46.1520w 755.58 | 09 n89.3744w 170.99 |
| 03 n00.0008e 114.07 |                     |
| 04 s89.3744e 156.66 |                     |
| 05 s46.1520e 971.52 |                     |
| 06 s43.4440w 133.2  |                     |
| 07 n89.5956w 49.83  |                     |

# Property Owner Acknowledgement

I, Caldwell Commercial, LLC, the record owner for real property addressed as 0 Cleveland Blvd., Caldwell, Idaho, am aware of, in agreement with, and give my permission to KM Engineering, LLP, to submit the accompanying application(s) pertaining to that property.

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

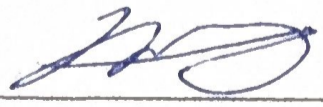
Dated this 13<sup>th</sup> day of February, 2026

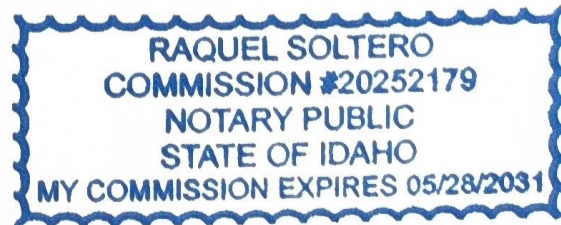
  
\_\_\_\_\_  
(Signature)

## CERTIFICATE OF VERIFICATION

STATE OF IDAHO            )  
  ) ss.  
County of Canyon        )

I, Raquel Soltero, a Notary Public, do hereby certify that on this 13<sup>th</sup> day of February, 2026, personally appeared before me \_\_\_\_\_, known or identified to me to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that she signed the foregoing document, and that the statements therein contained are true.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



Re-Recording to correct legal description  
34602543184

**2025-008841**  
RECORDED  
**03/17/2025 11:01 AM**  
RICK HOGABOAM  
CANYON COUNTY RECORDER  
Pgs=3 JWINSLOW \$15.00  
TYPE: DEED  
FIDELITY NATIONAL TITLE - BOISE  
ELECTRONICALLY RECORDED

**QUITCLAIM DEED**

FOR VALUE RECEIVED,

**Yiska, LLC, a Wyoming limited liability company, as to a divided 16.66% interest**

does hereby convey, release, remise and forever quit claim unto

**Caldwell Commercial, LLC, an Idaho limited liability company**

whose current address is: 398 S 9th Street #250, Boise, ID 83702

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: March 13, 2025

**Yiska, LLC, a Wyoming limited liability company**

By: Ronald Thompson  
**Ronald Thompson, Member**

By: Teresa Thompson  
**Teresa Thompson, Member**

STATE OF IDAHO, COUNTY OF ADA, -ss.

On this 13th day of March, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Thompson and Teresa Thompson, known or identified to me to be the persons whose names are subscribed to the within instrument, as the Members of Yiska, LLC, a Wyoming limited liability company. and acknowledged to me that they executed the same as such Members.

Signature: Lenise Redding  
Notary Name: Lenise Redding  
Residing at: Boise, Idaho  
My Commission Expires: 11/09/2028

LENISE REDDING  
COMMISSION NO. 6066  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 11/09/2028

This notarial act involved the use of communication technology.  
Notarized remotely online using communication technology via Proof.

**2025-008867**  
RECORDED  
**03/17/2025 12:05 PM**  
RICK HOGABOAM  
CANYON COUNTY RECORDER  
Pgs=4 TYOUREN \$15.00  
TYPE: DEED  
FIDELITY NATIONAL TITLE - BOISE  
ELECTRONICALLY RECORDED

e-Recording to correct legal description  
34602543184

**QUITCLAIM DEED**

FOR VALUE RECEIVED,

**Yiska, LLC, a Wyoming limited liability company, as to a divided 16.66% interest**

does hereby convey, release, remise and forever quit claim unto

**Caldwell Commercial, LLC, an Idaho limited liability company**

whose current address is: 398 S 9th Street #250, Boise, ID 83702

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: March 13, 2025

**Yiska, LLC, a Wyoming limited liability company**

By: Ronald Thompson  
**Ronald Thompson, Member**

By: Teresa Thompson  
**Teresa Thompson, Member**

STATE OF IDAHO, COUNTY OF ADA, -ss.

On this 13th day of March, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared Ronald Thompson and Teresa Thompson, known or identified to me to be the persons whose names are subscribed to the within instrument, as the Members of Yiska, LLC, a Wyoming limited liability company. and acknowledged to me that they executed the same as such Members.

Signature: *Lenise Redding*  
Notary Name: Lenise Redding  
Residing at: Boise, Idaho  
My Commission Expires: 11/09/2028

LENISE REDDING  
COMMISSION NO. 6066  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 11/09/2028

This notarial act involved the use of communication technology.  
Notarized remotely online using communication technology via Proof.

Exhibit "A" to Quitclaim Deed

PARCEL I:

A parcel of Land as shown on Amended Lot Line Adjustment - Record of Survey Instrument No. 2023-028466 situate in Government Lot 7 and the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest Corner of Section 6 monumented as described in Corner Record Instrument No. 2019-0189556 from which the South quarter Corner bears South 89°37'53" East, 2613.76 feet monumented as described in Corner Record Instrument No. 200464612, thence South 89°37'53" East, 1,749.49 feet; thence North 00°00'00" West, 40.00 feet to the 2023 dedicated northerly right-of-way for East Homedale Road monumented by a 5/8-inch bar with cap PLS7612 and the POINT OF BEGINNING; thence North 00°00'00" West, 222.59 feet to 5/8-inch bar with cap PLS8575; thence North 90°00'00" East, 251.30 feet to a 5/8-inch bar with cap PLS8575; thence North 43°44'32" East, 88.75 feet to the Southwesterly right-of-way for Highway I-184, Cleveland BLVD monumented by a 1-inch copper cap PLS8575, 1.65 feet inside the concrete sidewalk; thence Along said right-of-way the following four (4) courses and distances: thence South 46°15'28" East, 264.36 feet to a State Highway right-of-way monument; thence Along the arc of a non-tangent curve to the right 65.22 feet, having a radius of 41.50 feet, a central angle of 90°02'46" and subtended by a chord bearing South 01°14'06" East, 58.71 feet to a State Highway right-of-way monument with a 1-inch copper cap PLS7612; thence South 43°47'16" West, 46.92 feet to a point of curvature, from which a State Highway right-of-way monument with a punch mark for a Witness Corner bears North 74°01'46" West, 0.33 feet; thence Along the arc of a non-tangent curve to the right 13.04 feet, having a radius of 60.00 feet, a central angle of 12°27'04" and subtended by a chord bearing South 50°00'40" West, 13.01 feet to the 2023 dedicated Northerly right-of-way for East Homedale Road; thence Along said right-of-way the following four (4) courses and distances. thence South 89°37'14" West, 42.99 feet to a 1/2-inch bar with cap PLS780; thence South 00°10'28" East, 5.40 feet; thence North 89°37'53" West, 419.52 feet to the POINT OF BEGINNING.

PARCEL II:

A parcel of Land as shown on Amended Lot Line Adjustment - Record of Survey Instrument No. 2023-028466 situate in Government Lot 7 and the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 2 West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:

COMMENCING at the Southwest Corner of Section 6 monumented as described in Corner Record Instrument No. 2019-0189556 from which the South quarter Corner bears South 89°37'53" East, 2613.76 feet monumented as described in Corner Record Instrument No. 200464612, thence South 89°37'53" East, 1,749.49 feet; thence North 00°00'00" West, 40.00 feet to the 2023 dedicated Northerly right-of-way for East Homedale Road monumented by a 5/8-inch bar with cap PLS7612; thence Continuing North 00°00'00" West, 222.59 feet to a 5/8-inch bar with cap PLS8575 and the POINT OF BEGINNING; thence North 00°00'00" West, 100.35 feet to a 5/8-inch bar with cap PLS8575; thence

(Continued)

North 46°15'28" West, 755.58 feet to a 5/8-inch bar with cap PLS8575;  
thence  
North 00°00'00" East, 114.07 feet to a 5/8-inch bar with cap PLS8575;  
thence  
South 89°37'53" East, 156.66 feet to Southwesterly right-of-way for Highway I-184, Cleveland BLVD monumented  
by a 5/8-inch bar with cap PLS3627;  
thence  
Along said right-of-way, South 46°15'28" East, 971.52 feet a 1-inch copper cap PLS8575, 1.65 feet inside the  
concrete sidewalk;  
thence  
South 43°44'32" West, 88.75 feet to a 5/8-inch bar with cap PLS8575;  
thence  
North 90°00'00" West, 251.30 feet the POINT OF BEGINNING.

~~PARCEL III:~~

~~Two parcels of Land as shown on Amended Lot Line Adjustment - Record of Survey Instrument No. 2023-028466  
situate in Government Lot 7 and the Southeast 1/4 of the Southwest 1/4 of Section 6, Township 3 North, Range 2  
West, Boise Meridian, Canyon County, Idaho, more particularly described as follows:~~

~~COMMENCING at the Southwest Corner of Section 6 monumented as described in Corner Record Instrument No.  
2019-0189556 from which the South quarter Corner bears, South 89°37'53" East, 2613.76 feet monumented as  
described in Corner Record Instrument No. 200464612, thence  
South 89°37'53" East, 1,749.49 feet to the POINT OF BEGINNING-1 PARCEL 'B' right-of-way;  
thence  
North 00°00'00" East, 40.00 feet to the 2023 dedicated Northerly right-of-way for East Homedale Road  
monumented by a 5/8-inch bar with cap PLS7612;  
thence  
Along said right-of-way, South 89°37'53" East, 419.52 feet;  
thence  
South 00°10'28" East, 4.50 feet to a 1/2-inch bar with cap PLS7612 and POINT X-B;  
thence  
South 89°36'38" West, 184.38 feet;  
thence  
South 00°22'17" West, 33.06 feet a 1/2-inch bar with cap PLS7612;  
thence  
North 89°37'53" West, 234.94 feet to the POINT OF BEGINNING-1 PARCEL 'B' right-of-way.~~

~~Together with:~~

~~COMMENCING at POINT X-B, thence  
North 89°37'10" East, 9.92 feet to a State Highway right-of-way monument and the POINT OF BEGINNING-2  
PARCEL 'B' right-of-way;  
thence  
North 00°01'47" East, 9.90 feet to a 1/2-inch bar with cap PLS780;  
thence  
North 89°37'14" East, 33.03 feet;  
thence  
Along the arc of a non-tangent curve to the right 35.04 feet, having a radius of 60.00 feet, a central angle of  
33°27'48" and subtended by a chord bearing South 72°58'06" West, 34.55 feet to the POINT OF BEGINNING-2  
PARCEL 'B' right-of-way.~~