



MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



PROPERTY OWNER	OWNER NAME: Cold Steel Properties LLC
	MAILING ADDRESS: 19212 Goldfinch Way, Caldwell, ID 83605
	PHONE: [REDACTED]
I consent to this application and authorize Canyon County Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.	
Signature: <u>[Signature]</u> Date: <u>3-23-2023</u>	

(AGENT) ARCHITECT ENGINEER BUILDER	CONTACT NAME: Jessica Heggie
	COMPANY NAME: Studio H Architects
	MAILING ADDRESS: 306 NE 2nd St., Meridian, ID 83642
	PHONE: 208-283-4593 EMAIL: jessica@studioharchitects.com

SITE INFO	STREET ADDRESS: 18840 Simplot Blvd., Caldwell, ID 83607	
	PARCEL #: 36386000 0	LOT SIZE/AREA: 27.16 acres
	LOT: BLOCK: SUBDIVISION:	
	QUARTER: SECTION: <u>24</u> TOWNSHIP: <u>4N</u> RANGE: <u>4W</u>	
	ZONING DISTRICT: N/A FLOODZONE (YES/NO): No	

HEARING LEVEL APPS	<input type="checkbox"/> CONDITIONAL USE	<input type="checkbox"/> COMP PLAN AMENDMENT	<input type="checkbox"/> CONDITIONAL REZONE
	<input checked="" type="checkbox"/> ZONING AMENDMENT (REZONE)	<input type="checkbox"/> DEV. AGREEMENT MODIFICATION	<input type="checkbox"/> VARIANCE > 33%
	<input type="checkbox"/> MINOR REPLAT	<input type="checkbox"/> VACATION	<input type="checkbox"/> APPEAL
	<input type="checkbox"/> SHORT PLAT SUBDIVISION	<input type="checkbox"/> PRELIMINARY PLAT SUBDIVISION	<input type="checkbox"/> FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	<input type="checkbox"/> ADMINISTRATIVE LAND DIVISION	<input type="checkbox"/> EASEMENT REDUCTION	<input type="checkbox"/> SIGN PERMIT
	<input type="checkbox"/> PROPERTY BOUNDARY ADJUSTMENT	<input type="checkbox"/> HOME BUSINESS	<input type="checkbox"/> VARIANCE 33% >
	<input type="checkbox"/> PRIVATE ROAD NAME	<input type="checkbox"/> TEMPORARY USE	<input type="checkbox"/> DAY CARE
	<input type="checkbox"/> OTHER _____		

CASE NUMBER: <u>RZ2023-0001</u>	DATE RECEIVED: <u>03/27/23</u>
RECEIVED BY: <u>S. Hammond</u>	APPLICATION FEE: <u>950.00</u> CK MO <input checked="" type="radio"/> CASH

ZONING AMENDMENT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #310, Caldwell, ID 83605

zoninginfo@canyoncounty.id.gov | Phone: 208-454-7458 | Fax: 208-454-6633



Select Application Type:

- Zoning **Map** Amendment (Rezone)
 - Rezone (No conditions; CCZO §07-06-05)
 - Conditional Rezone (With conditions; CCZO 07-06-07, See Note 1)
- Zoning **Text** Amendment (propose amendment to ordinance)

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- Master Application completed and signed (See attached application)
 - Letter of Intent:
 - **Map Amendments:** Detailed letter fully describing how the request meets the following criteria (CCZO §07-06-05 & 07-06-07(6)):
 - Is the request generally consistent with the comprehensive plan?
 - When considering the surrounding land uses, is the request more appropriate than the current zoning designation?
 - Is the request compatible with surrounding land uses?
 - Will the request negatively affect the character of the area? What measures will be implemented to mitigate impacts? (See Note 2)
 - Will adequate facilities and services including sewer, water, drainage, irrigation and utilities be provided to accommodate the request? (See Note 2)
 - Does legal access to the subject property for the request exist or will it exist at the time of development?
 - Does the request require public street improvements in order to provide adequate access to and from the subject property to minimize undue interference with existing or future traffic patterns created by the request? What measures have been taken to mitigate road improvements or traffic impacts? (See Note 2)
 - Will the request impact essential public services and facilities, such as schools, police, fire and emergency medical services? What measures will be implemented to mitigate impacts? (See Note 2)
 - **Conditional rezone** requests must include proposed conditions of approval, restrictions, and/or conceptual plans (if a plan is applicable) that will be considered with the rezone in a development agreement. See conditional rezone option disclosure below.
 - **Text Amendments:** Detailed letter fully describing the text amendment request. Text amendments must be consistent with the comprehensive plan.
 - Neighborhood meeting sign-up sheet and copy of neighborhood notification letter (See attached neighborhood meeting requirements, sample letter and sign-up sheet.)
 - Land Use Worksheet (map amendment only) – See attached worksheet
 - ~~Draft of proposed ordinance change (text amendment only)~~
 - Deed or evidence of property interest to subject property
 - \$950 Rezone or \$1,400 for a Conditional Rezone**
 - \$2800 Text Amendment**
- (Fees are non-refundable)

NOTE:

1. Conditional rezones require a development agreement between the applicant and County that outlines applicable conditions of approval and/or restrictions.
2. Additional studies (such as traffic, water, biological, historical, etc.) and information may be required by DSD and/or hearing body to fully understand potential impacts.

CONDITIONAL REZONE OPTION:

When considering a zoning map amendment (rezone) of a property, a conditional rezone is recommended when considering conceptual site plan and/or addressing potential impacts through mitigation strategies and measures such as restricting uses, limiting the area to be rezoned to retain agricultural uses, and agricultural preservation methods such as buffers and disclosures. Without a conditional rezone, no conditions can be considered as part of the rezone application. Please discuss the conditional rezone option with a DSD Planner prior to application submittal.

The applicant/owner and DSD Planner must sign (below) if the conditional rezone option was discussed and the applicant/owner declined the option.

Applicant/Owner: _____

DSD Planner: _____

Associated Case No: _____



Studio H Architects, PLLC.

306 NE 2nd St.

Meridian, ID 83642

208-283-4593 | jessica@studioharchitects.com

Project Narrative

March 21, 2023

PROJECT:

Simplot Blvd. Rezone

18840 Simplot Blvd.

Caldwell, ID 83607

We are proposing the rezoning of a previously undesignated 27-acre lot to M-1 for light industrial use. The lot is adjacent to other industrial uses and agricultural lots, so this change will not conflict with or interrupt its context.

If you have any questions or concerns, please feel free to reach me at the contact information listed below.

Thank you,

Jessica Heggie, NCARB

Principal Architect, Studio H Architects

jessica@studioharchitects.com

208-283-4593

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 18840 Simplot Blvd	Parcel Number: R363816
City: Caldwell	State: ID ZIP Code: 83607
Notices Mailed Date: 3/1/23	Number of Acres: 27.16 Current Zoning: N/A
Description of the Request: Zoning map amendment to rezone the parcel for industrial use, M-1.	

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Jessica Haggre		
Company Name: Studio H Architects		
Current address: 302 NE 2nd St		
City: Meridian	State: ID	ZIP Code: 83642
Phone: 208-283-4593	Cell:	Fax:
Email: jessica@studioharchitects.com		

MEETING INFORMATION

DATE OF MEETING: 3/13/23	MEETING LOCATION: On Site	
MEETING START TIME: 5:30	MEETING END TIME: 9:44	
ATTENDEES: *Only attendees were property owner & commercial broker.		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Mike Kari	<i>Mike Kari</i>	19217 Gold Finch W. Caldwell
2. Jason O'Leary	<i>Jason O'Leary</i>	802 W. Sannock, 12th floor, Boise
3.		
4.		
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20.

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Jessica Heggie

APPLICANT/REPRESENTATIVE (Signature): Jessica Heggie

DATE: 3/13/23

February 28th, 2023
Studio H Architects
306 NE 2nd St.
Meridian, ID 83642

RE: Neighborhood Meeting Notice for a Project in your Neighborhood

To whom it may concern,

You are invited to a neighborhood meeting to discuss a project we are 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: Monday, March 13th, 2023

Meeting Time: 5:30pm

Meeting Location: 18840 Simplot Blvd., Caldwell, ID 83607

Project Location: 18840 Simplot Blvd., Caldwell, ID 83607

Project Summary: Rezoning of an undesignated plot of land for M-1 light industrial use.

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PREAPPLICATION requirement, and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please feel free to reach me at the contact information listed below.

Sincerely,



Jessica Heggie, NCARB
Principal Architect, Studio H Architects

jessica@studioharchitects.com
208-283-4593

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633



Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

- 1. DOMESTIC WATER:** Individual Domestic Well Centralized Public Water System City
 N/A – Explain why this is not applicable: _____
 How many Individual Domestic Wells are proposed? None

- 2. SEWER (Wastewater)** Individual Septic Centralized Sewer system
 N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

- Surface Irrigation Well None

4. IF IRRIGATED, PROPOSED IRRIGATION:

- Pressurized Gravity

5. ACCESS:

- Frontage Easement Easement width _____ Inst. # _____

6. INTERNAL ROADS:

- Public Private Road User's Maintenance Agreement Inst # _____

7. FENCING

- Fencing will be provided (Please show location on site plan)

Type: None Height: _____

8. STORMWATER:

- Retained on site Swales Ponds Borrow Ditches

Other: _____

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

ditch.

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: N/A

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION?

Building Kennel Individual Housing Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE?

Building Enclosure Barrier/Berm Bark Collars

4. ANIMAL WASTE DISPOSAL

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

2022-050736
RECORDED
11/10/2022 03:56 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 JWINSLOW \$15.00
TYPE: DEED
TITLEONE BOISE
ELECTRONICALLY RECORDED

WHEN RECORDED, PLEASE RETURN TO:

Cold Steel Properties LLC, an Idaho limited liability company
Attn: Michael Kane
19212 Goldfinch Way
Caldwell, ID 83605
22460145

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, Bonnie V. Winters, an unmarried woman ("**Grantor**"), hereby sells, transfers, and conveys unto Cold Steel Properties LLC, an Idaho limited liability company ("**Grantee**"), whose current address is 19212 Goldfinch Way, Caldwell, ID 83605 that certain real property located in Canyon County, Idaho and legally described in Schedule I attached hereto and incorporated herein (the "**Property**").

TOGETHER WITH all of Grantor's right, title, and interest in and to all streets, alleys, and rights of way adjacent thereto, all mineral and water rights appurtenant thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all estate, right, title, and interest in and to the Property, as well in law as in equity.

TO HAVE AND TO HOLD the Property with its appurtenances unto Grantee, its successors, heirs, and assigns, forever.

AND GRANTOR for itself, its successors, heirs, and assigns does hereby covenant to and with Grantee that Grantor is the owner of the Property in fee simple and that the Property is free from all liens, claims or encumbrances done, made or suffered by Grantor, except (a) matters of record as of the date hereof; (b) real property taxes and assessments for the current year that are not yet delinquent; and (c) any matters arising from the acts or omissions of Grantee or Grantee's agents. Grantor hereby covenants to and with Grantee and its successors, heirs and assigns that Grantor shall warrant and defend the same against any other liens, claims, or encumbrances done, made or suffered by Grantor, but none other.

DATED EFFECTIVE November 10, 2022 (the "**Effective Date**").

[Remainder of page intentionally left blank; signature page follows.]

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

WHEN RECORDED, PLEASE RETURN TO:

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DATED EFFECTIVE November 10, 2022 (the "**Effective Date**").

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of the Effective Date.

GRANTOR:

Bonnie V. Winters
Bonnie V. Winters

STATE OF Idaho)
County of Ada) ss.

This record was acknowledged before me on this 10th day of November, 2022, by Bonnie V. Winters.

CKnapp
My Commission Expires _____

CARLY KNAPP
COMMISSION #59994
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 07/19/2024

Residing in: Boise, ID
Commission expires: 07/19/2024

Schedule I

All of the Southwest quarter of the Northwest quarter of Section 24, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho.

Excepting therefrom that part thereof contained in the following:

Beginning at the Southwest corner of the Northwest quarter of the said Section 24; thence North along the Section line 1927 feet; thence East 75 feet; thence Southeasterly to a point in the South line of said Northwest quarter 500 feet East of the Point of Beginning; thence West 500 feet to the Point of Beginning.

Also Excepting Therefrom:

A parcel of land being on both sides of the centerline of State Highway No. 19, Project No. RS-3712 (8) Highway Survey as shown on the plans thereof now on file in the office of the Idaho Transportation Department, Division of Highways, and being a portion of the Southwest quarter of the Northwest quarter of Section 24, Township 4 North, Range 4 West, Boise Meridian, described as follows, to-wit:

Commencing at the West quarter corner of the Section 24, Township 4 North, Range 4 West, Boise Meridian; thence Easterly (shown of record to be East) along the South line of the Southwest quarter of the Northwest quarter of said Section 24, a distance of 500.0 feet, more or less, (shown of record to be 500.0 feet) to the Southeast corner of the tract of land as described in that certain Quitclaim Deed dated January 26, 1960, recorded October 29, 1963, in Book 287 of Deeds at Page 248, as Instrument No. 540567, records of Canyon County, Idaho and being the Real Place of Beginning; thence North $12^{\circ}38'58''$ West (shown of record to be Northwesterly) along the Easterly line of said tract of land 122.0 feet more or less, to a point in a line parallel with and 60.0 feet Northerly from the centerline of said State Highway No. 19 Project No. RS-3712 (8) Highway Survey; thence South $89^{\circ}09'21''$ East along said parallel line 845.0 feet, more or less, to a point in the East line of said Southwest quarter of the Northwest quarter; thence Southerly along said East line 120.0 feet, more or less, to the Southeast corner of said Southwest quarter of the Northwest quarter; thence Westerly along the South line of said Southwest quarter of the Northwest quarter, a distance of 820.0 feet, more or less to the Real Place of Beginning.

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Cold Steel Properties LLC

A Member -Managed Limited Liability Company

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State.
- 1.2 **NAME.** The name of the Company shall be: Cold Steel Properties LLC.
- 1.3 **REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Michael Kane

19212 Goldfinch Way
Caldwell, ID 83605

- 1.4 **TERM.** The Company shall continue for a perpetual period.
- (a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or
- (b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or
- (c) The death, resignation, expulsion, bankruptcy, retirement of a Member or the occurrence of any other event that terminates the continued membership of a Member of the Company; or
- (d) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Idaho.
- 1.5 **CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there are at least two remaining Members, said remaining Members shall have the right to continue the business of the Company. Such right can be exercised only by the unanimous vote of the remaining

Members within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Members to continue the business of the Company shall expire.

1.6 **BUSINESS PURPOSE.** The purpose of the Company is to own & manage
real property, or any other activity the member
deems prudent

1.7 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:

19212 Goldfinch Way
Caldwell, ID 83605

Principal place of business may be changed at a location the Managers from time to time select.

1.8 **THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 2 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company, without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1 **INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 3 attached to this Agreement. The agreed total value of such property and cash is 1000⁰⁰.

2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

- 4.4 **CHIEF EXECUTIVE MANAGER.** The Chief Executive Manager shall have primary responsibility for managing the operations of the Company and for effectuating the decisions of the Managers.
- 4.5 **NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.
- 4.6 **COMPANY INFORMATION:** Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.
- 4.7 **EXCULPATION.** Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members.
- 4.8 **INDEMNIFICATION.** The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.
- 4.9 **RECORDS.** The Managers shall cause the Company to keep at its principal place of business the following:
- (a) a current list in alphabetical order of the full name and the last known street address of each Member;
 - (b) a copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(c) copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V **Compensation**

- 5.1 **MANAGEMENT FEE.** Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services.
- 5.2 **REIMBURSEMENT.** The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI **Bookkeeping**

- 6.1 **BOOKS.** The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.
- 6.2 **MEMBER'S ACCOUNTS.** The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:
- (a) any additional capital contribution made by him/her;
 - (b) credit balances transferred from his distribution account to his capital account; and decreased by:
 - (a) distributions to him/her in reduction of Company capital;
 - (b) the Member's share of Company losses if charged to his/her capital account.
- 6.3 **REPORTS.** The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII
Transfers

- 7.1 **ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of his interest in the Company, such Member shall first make a written offer to sell such interest to the other Members at a price determined by mutual agreement. If such other Members decline or fail to elect such interest within thirty (30) days, and if the sale or assignment is made and the Members fail to approve this sale or assignment unanimously then, pursuant to the applicable law, the purchaser or assignee shall have no right to participate in the management of the business and affairs of the Company. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled.

CERTIFICATE OF FORMATION

This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member, the agreement consisting of 9 pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Cold Steel Properties LLC, adopted by the members as of January, 13 2017.

Members:

Michael Kane
Signature

Printed Name Michael Kane

Percent: 100 %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

Signature

Printed Name _____

Percent: _____ %

Exhibit 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

Cold Steel Properties LLC

LISTING OF MANAGERS

As of the 13th day of January, 2017 the following is a list of Managers for the Company:

Name Michael Kane Percent 100 %

Address 19717 Goldfinch Way Calicut, FL 83605

Authorized by member(s) to provide Member Listing as of this 13th day of January, 2017

Michael Kane

Signature of Member

EXHIBIT 2

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR
Gold Steel Properties LLC**

LISTING OF MEMBERS

As of the 13th day of January, 2017 the following is a list of Members of the Company:

Name Michael Kane Percent 100 %

Address 19212 Goldfinch way Caldwell, ID 83605

Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Name _____ Percent _____ %

Address _____

Authorized by Member(s) to provide Member Listing as of this 13th day of January, 2017.

Michael Kane
Signature of Member

Signature of Member

Signature of Member

Signature of Member

EXHIBIT 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

Cold Steel Properties LLC

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$ 1000⁰⁰. The description and each individual portion of this initial contribution is as follows:

<u>Michael Kane</u>	\$ <u>1000⁰⁰</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 13th day of January, 2017.

Michael Kane
Member

Member

Member

Member

Canyon County Development Services
111 N. 11th Ave. Room 310, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyoncounty.i **Planning Division Email:** zoninginfo@canyoncounty.id

Receipt Number: 78551

Date: 3/27/2023

Date Created: 3/27/2023 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Cold Steel Properties, LLC/Jessica Heggie
Comments: RZ2023-0001

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Zoning Amendment (Rezone)	RZ2023-0001	\$950.00	\$0.00	\$0.00

Sub Total: \$950.00

Sales Tax: \$0.00

Total Charges: \$950.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Credit Card	132285037	\$950.00

Total Payments: \$950.00

ADJUSTMENTS

Receipt Balance: \$0.00