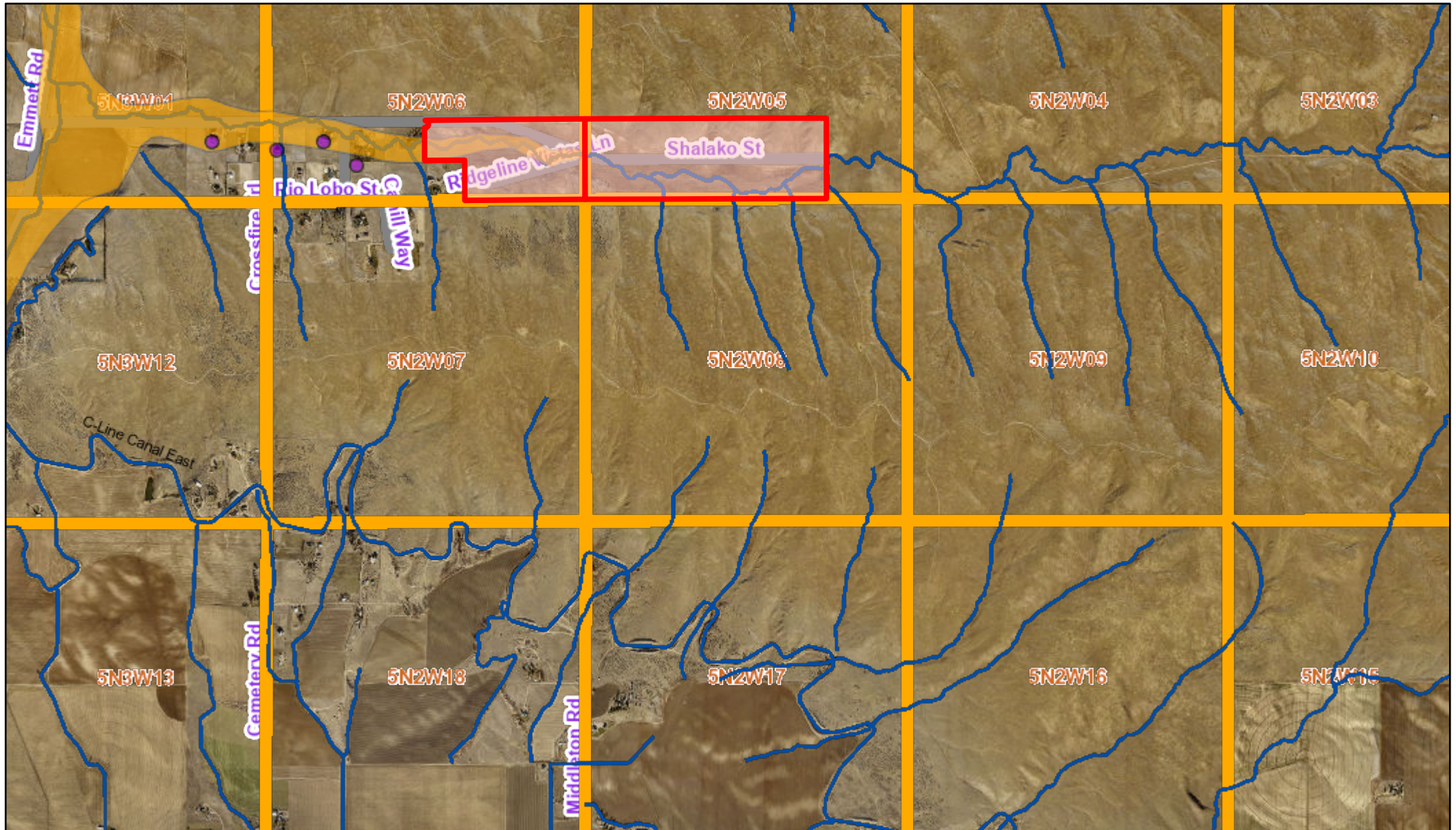


# Canyon County, ID Web Map



8/12/2024, 11:13:01 AM

  Multiple Parcel Search\_Query result

FEMA FLOOD ZONES

  A

  X

● FEMA LOMAs

— Hydro\_NHDFlowline

  County Boundary

  Current Impact Area

  City Limits

  Sections

  CanyonCountyRoads

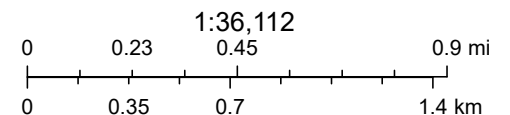
  Roads

Imagery\_2022

  Red: Band\_1

  Green: Band\_2

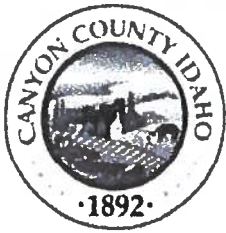
  Blue: Band\_3



Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Canyon County, ID

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | Nampa GIS | City of Nampa |



**FINAL PLAT**  
**PUBLIC HEARING - MASTER APPLICATION**

<b>PROPERTY OWNER</b>	OWNER NAME: <u>Ridgeline Vistas, LLC</u>	
	MAILING ADDRESS: <u>2150 W. Pacific Ridge St. Eagle ID 83616</u>	
	PHONE: <u>208 869 9760</u>	EMAIL: <u>mdrawn42@gmail.com</u>
<p>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p> <p>Signature: <u>[Signature]</u> Date: <u>7/19/2024</u></p>		

<b>APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER</b>	APPLICANT NAME: <u>Cheryl Heath, Development Coordinator</u>	
	COMPANY NAME: <u>KM Engineering, LLP.</u>	
	MAILING ADDRESS: <u>5725 N. Discovery Way, Boise, Idaho 83713</u>	
	PHONE: <u>(208) 639-6939</u>	EMAIL: <u>cheath@kmengllp.com</u>

<b>SITE INFO</b>	STREET ADDRESS: <u>0 Shalako St., Middleton, Idaho 83664</u>	
	PARCEL NUMBER: <u>R3736800000/R3736900000</u>	
	PARCEL SIZE: <u>+/- 189.844</u>	
	NUMBER OF LOTS: <u>21</u>	
	PROPOSED SUBDIVISION NAME: <u>Ridgeline Vistas Subdivision</u>	
	FLOOD ZONE (YES/NO) <u>No</u>	ZONING DISTRICT: <u>CR-RR</u>

**FOR DSD STAFF COMPLETION ONLY:**

CASE NUMBER: <u>SD2024-0007</u>	DATE RECEIVED: <u>Aug 8, 2024</u>
RECEIVED BY: <u>Arbay Mberwa</u>	APPLICATION FEE: <u>\$1,210</u> <span style="margin-left: 20px;">CK MO CC CASH</span>

#120





# FINAL PLAT

## PUBLIC HEARING - CHECKLIST

### FINAL PLAT - CCZO Section 07-02-03

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS APPLICATION TO BE DEEMED COMPLETE (PLEASE CHECK OFF THE ITEMS REQUIRED):

Description	Applicant	Staff
Master Application completed and signed	X	✓
Copy of Final Plat: 1 Hard Copy, 1 Digital	X	
Final Drainage Plan, if applicable	X	✓
Final Irrigation Plan, if applicable	N/A	
Final Grading Plan, if applicable	X	
Completed Final Plat Checklist	X	✓
As-Built or Record Drawings if applicable CCZO §07-17-29(3)	Forthcoming	
Condition Compliance Proof (Conditional Rezone/D.A.)	X	CR2020-0012 ✓
Proof of approval from:		
Southwest District Health	X	✓
Irrigation District	N/A	
Fire District	X	✓
Highway District/ Idaho Transportation Dept.	X	✓
City Impact Area	N/A	N/A
Bonding Instructions	N/A	✓
Deed or evidence of property interest to the subject property	X	
<b>Fee: \$1000.00</b> <b>+\$10.00/lot</b> 20 buildable - 1 common = 21 lots <b>+\$100.00 for Area of City Impact</b>	Forthcoming	
**Fees are non-refundable**		

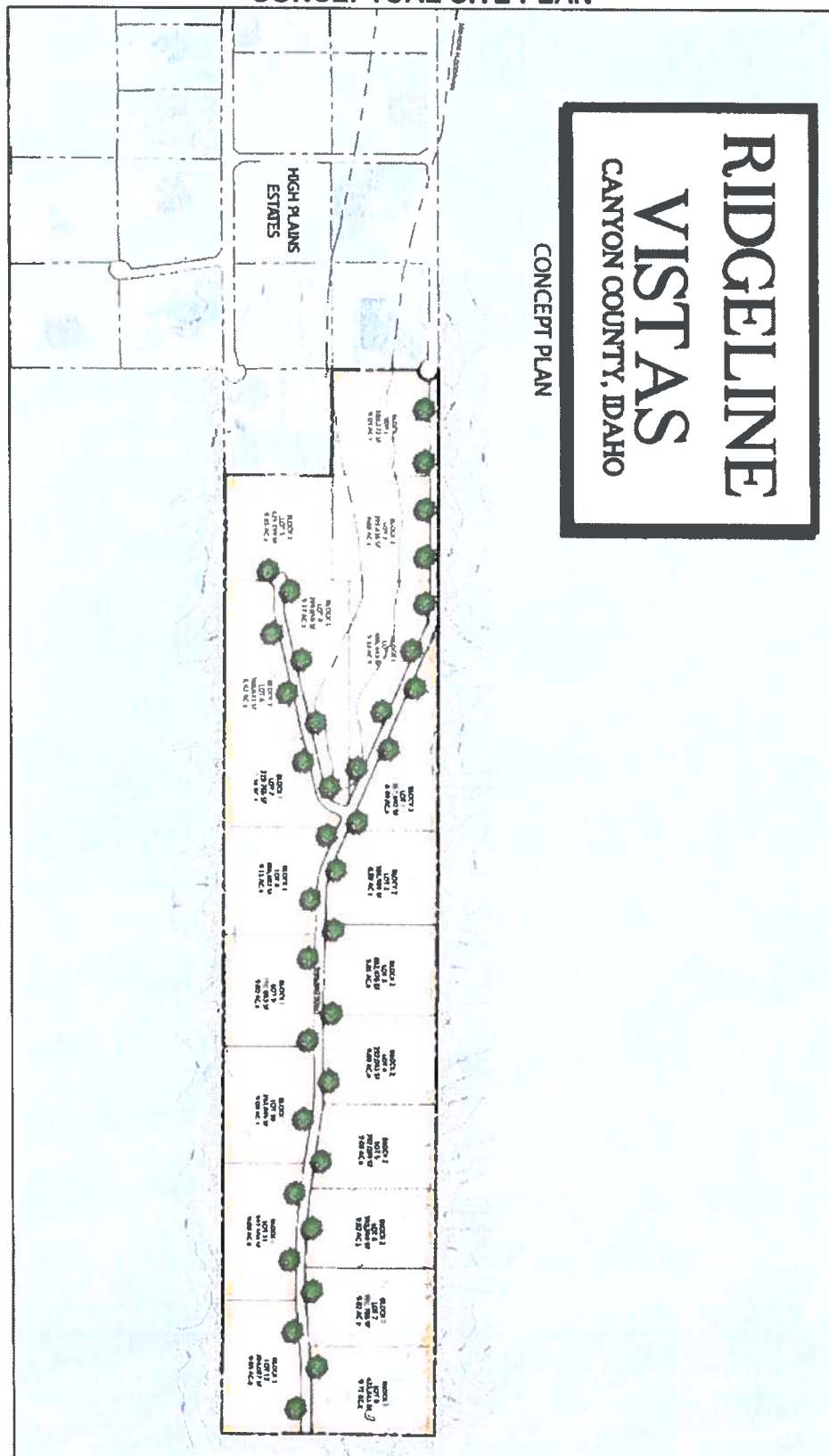
\*DISCLAIMER: The subject property shall be in compliance with the public nuisance ordinance, the building code and the zoning code before the Director can accept the application.

### NOTES:

- Any conditions of approval given during the rezoning or preliminary plat process, if applicable, must be addressed as part of submittal materials to ensure condition compliance is met.
- Evidence that all improvements have been completed or bonded per CCZO §07-17-29(4) must be submitted after construction drawing approval and before the final plat signature by the Board of County Commissioners.

## CONCEPTUAL SITE PLAN

## CONCEPTUAL SITE PLAN



R1 DEPICTED RESURVEY AND SUBDIVISION OF SECTIONS IN 1/4, R.2W.,  
COMPLETED BY HERVEY C. BARBOLET, ACCEPTED 6/20/1937, SURVEY DAD ID  
40694, CANYON COUNTY, IDAHO

THE PURPOSES OF THIS SURVEY WERE TO SUBDIVIDE THE LAND SHOWN HEREON, THE SURVEY IS BASED UPON THE RETRACEMENT OF PLATS, SURVEYS AND DEEDS LISTED IN THE REFERENCES HEREON AND A FIELD SURVEY OF EXISTING MONUMENTATION. MONUMENTATION RECOVERED WAS FOUND TO BE IN SUBSTANTIAL CONFORMANCE WITH THE REFERENCES LISTED HEREON. ALL PROPERTY CORNERS WHERE MONUMENTS OF RECORD WERE NOT FOUND WERE SET/RESET AS SHOWN HEREON.

CURVE	WIDTH	LENGTH	DEPTH	CHORD RIG	CHORD
C1	60.00"	94.61'	93720.47"	N45°24'10"E	85.11'

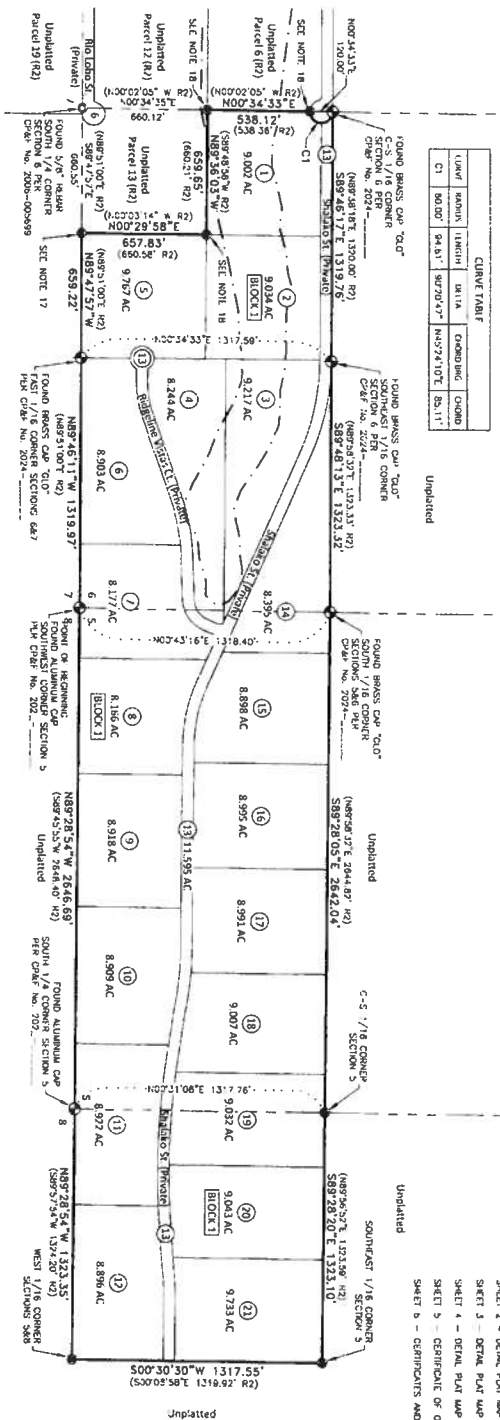
Unplattent

PLAT OF  
Ridgeline Vistas Subdivision  
The S 1/2 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 5 and a portion of the  
S 1/2 of the SE 1/4 of Section 6, Township 5 North, Range 2 West, B.M.,  
Canyon County, Idaho  
2024

## Ridgeline Vistas Subdivision

S 1/7 of the SE 1/4 of Section 6, Township 5 North, Range 2 West, B.M.,

2024



1. ANY RESUBMISSION OF THIS PLAN SHALL COMPLY WITH APPLICABLE ZONING REGULATION IN EFFECT AT THE TIME OF RESUBMISSION.

- [illegible]

FOUND ALUMINUM CAP AS NOTED

- FOUND BRASS CAP AS NOTED
- 
- 
- 
- SIT 3/8" REBAR WITH PLASTIC CAP MARKED  
7A.8 17459
- 
- SIT 1/2" REBAR WITH PLASTIC CAP MARKED  
7A.8 17459
- A
- (16)
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- LOT 1 LINE
- PRIVATE ROAD CENTERLINE
- SECTION LINE
- ADJACENT LOT/PARCEL LINE
- DASCANT LINE
- BUILDING ENVELOPE (SEE NOTE 8)
- 100'-DEEP FLOODPLAIN LINE (SEE NOTE 19)

DEVELOPER  
Ridgeline Vistas, LLC

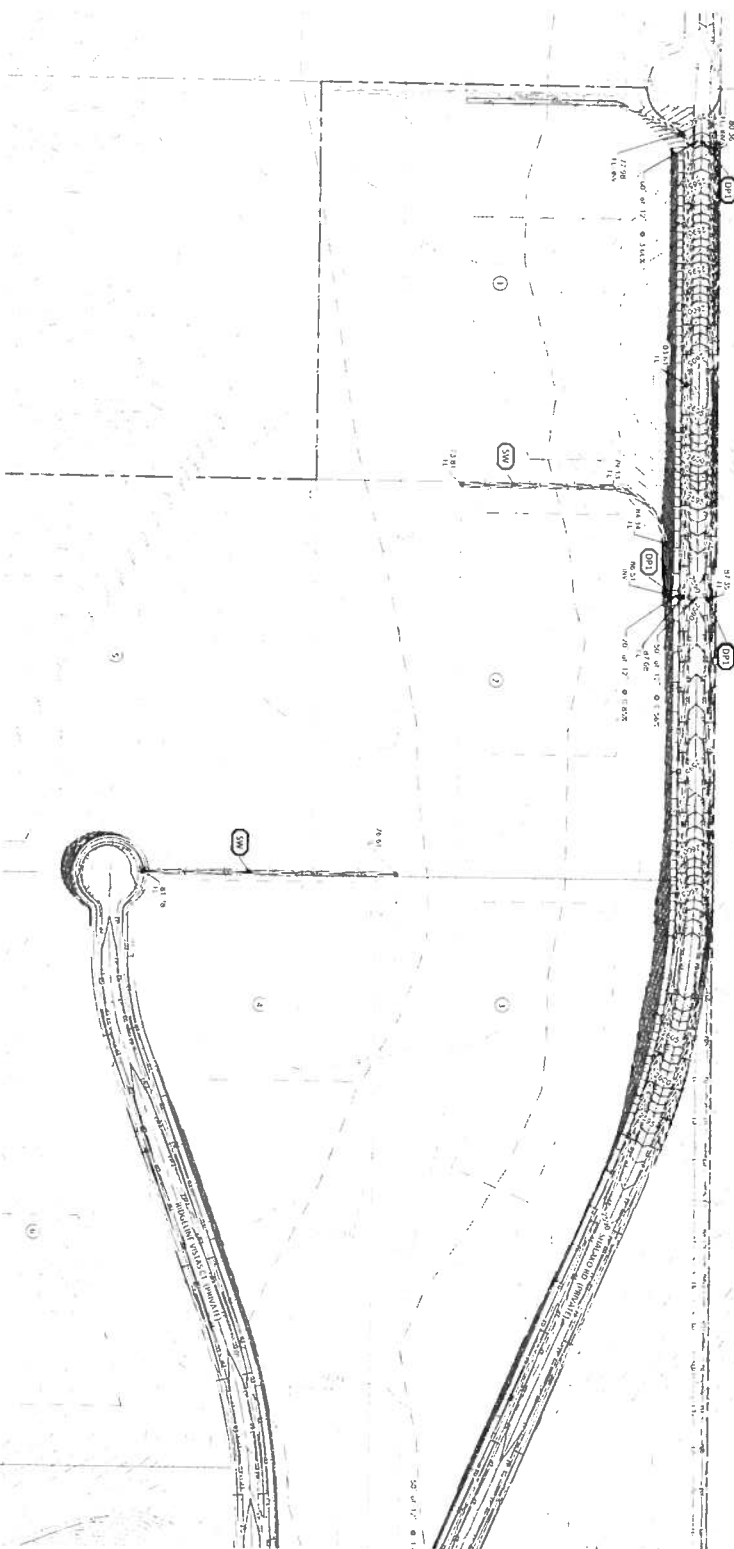
EAGLE, IDAHO

JOS MO 22-107

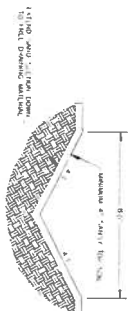
SAULT 1 OF 6

**km**  
ENGINEERING  
5725 NORTH DISCOVERY WAY  
DOWNEY, IDAHO 83713  
PHONE (208) 679 6939  
kmengrpg.com





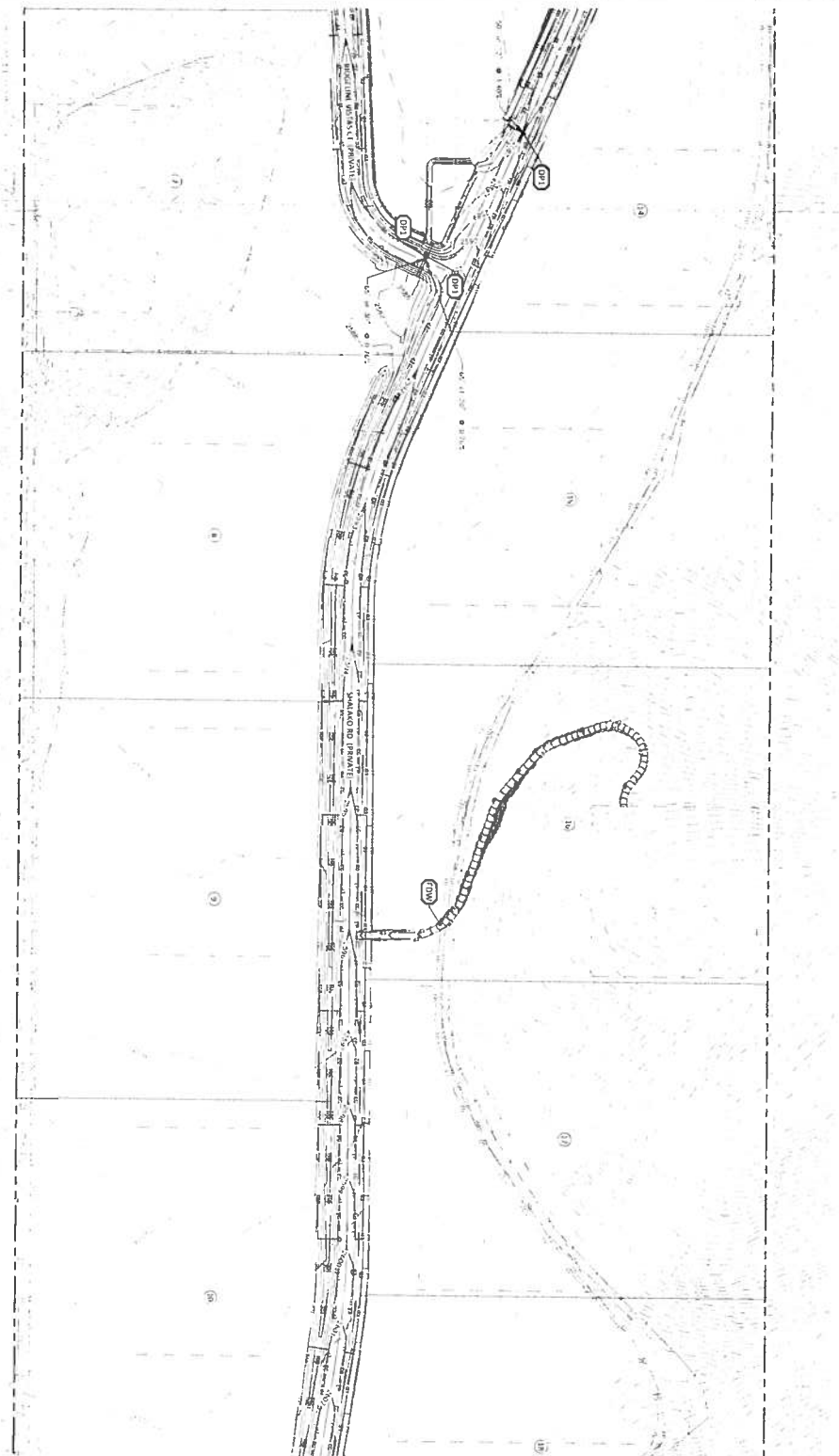
**GRADING AND DRAINAGE IMPROVEMENT PLAN**

INFILTRATION SWALE<sup>VI</sup>[illegible]



## GRADING AND DRAINAGE IMPROVEMENT PLAN

100 200 300  
Pulse Scale 1 = 100'



## SAFE 1 NOTIFS

- [illegible]

## KEYNOTES

- Q101** What is the name of the first person to be executed by the guillotine during the French Revolution?
- ANS** Louis XVI
- Q102** What is the name of the first person to be executed by the guillotine during the French Revolution?
- ANS** Louis XVI
- Q103** What is the name of the first person to be executed by the guillotine during the French Revolution?
- ANS** Louis XVI

## REVISIONS

No.	Page	Page

RIDGELINE VISTAS SUBDIVISION  
CANYON COUNTY, ID

GRADING AND DRAINAGE IMPROVEMENT PLANS  
GRADING AND DRAINAGE IMPROVEMENT PLAN



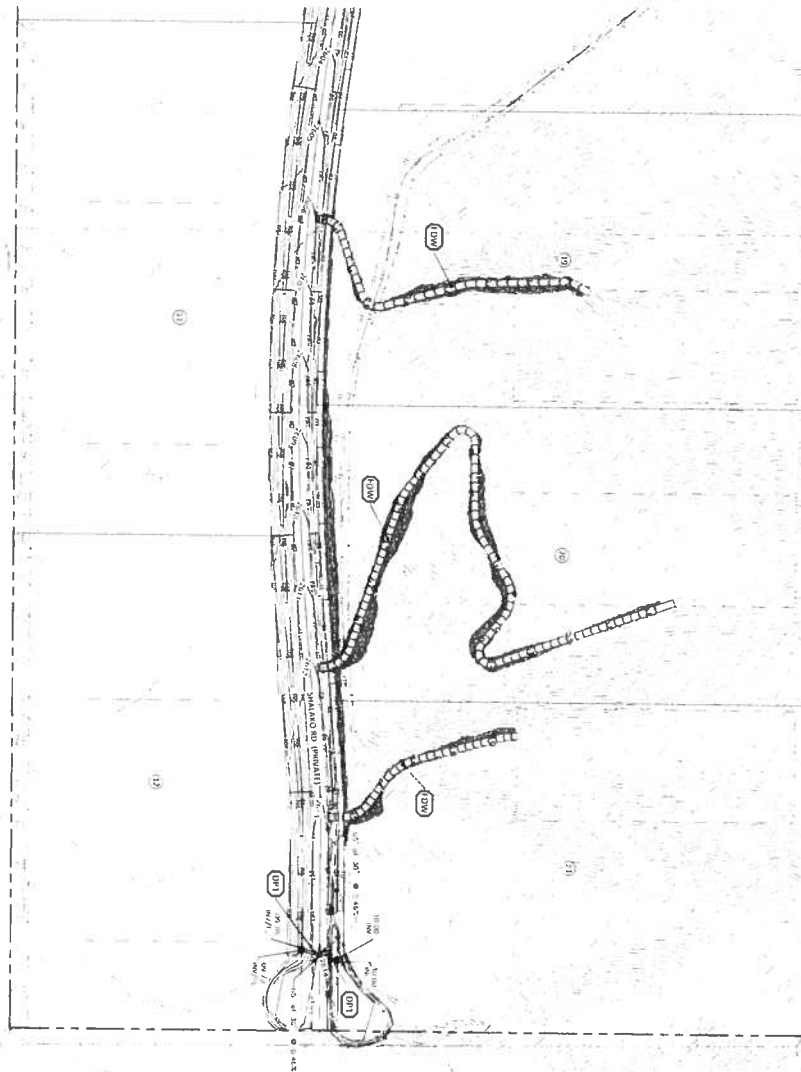
ENGINEERING  
1275 MOBILE HWY ON A166 HWY  
BCH'D - (3400) 6111  
#6754 2250 6111 6111  
bch'd 2250 6111

E.E. Sordani	APC
T. Zavanin	MFC
C. F. G. L.	MFL
E.A. J.	JRMC July 2

#### C4.2



GRADING AND DRAINAGE IMPROVEMENT PLAN



REVISIONS	
NO.	DESCRIPTION
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**km**  
ENGINEERING

12700 NORTH HAVEN RD.  
SUITE 100  
DENVER, CO 80231  
PHONE: (303) 555-1100  
FAX: (303) 555-1101  
WWW.KMENGINEERING.COM

**GRADING AND DRAINAGE IMPROVEMENT PLANS**

GRADING AND DRAINAGE IMPROVEMENT PLAN

**REVISIONS**

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**NOTES**

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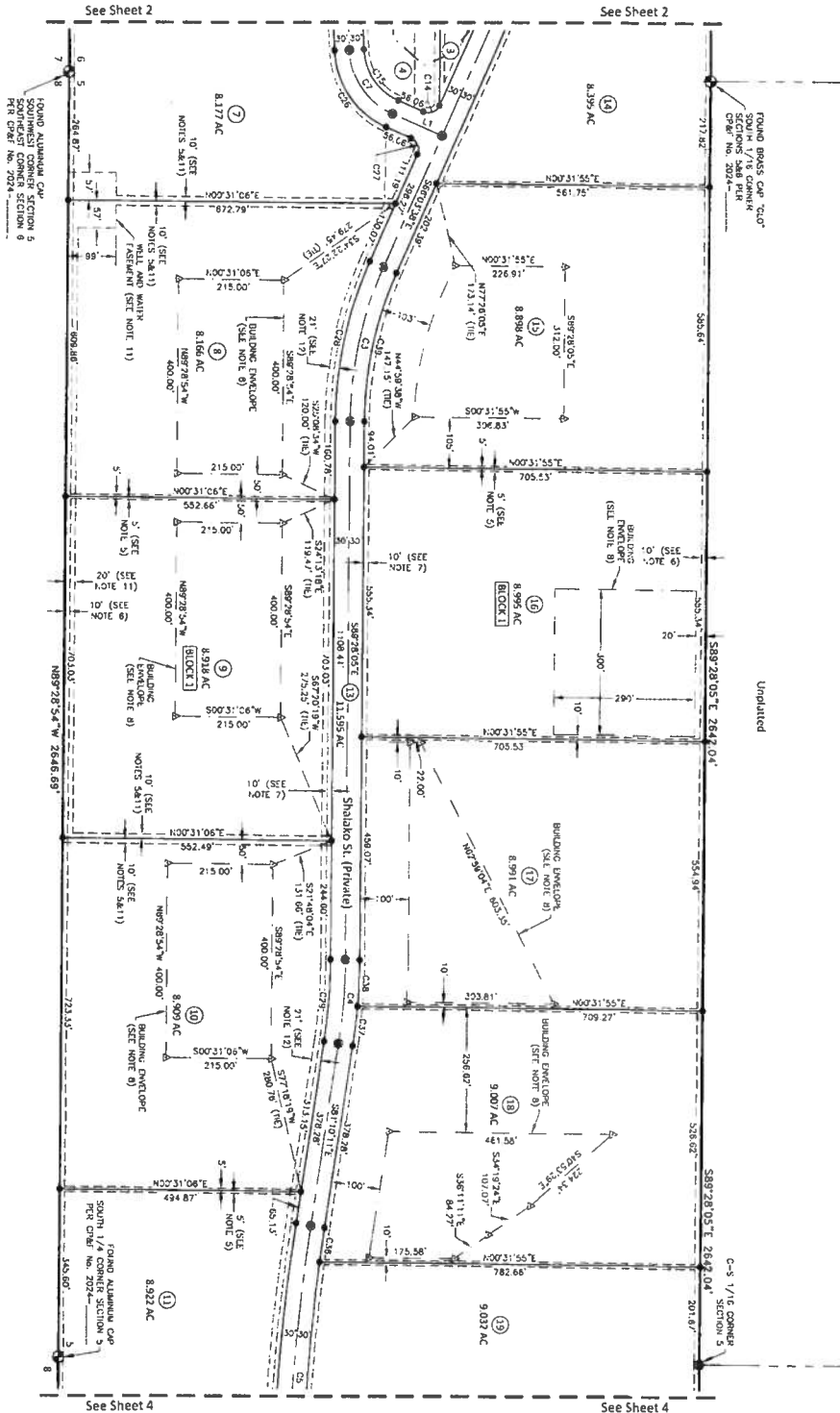
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# PLAT OF Ridgeline Vistas Subdivision

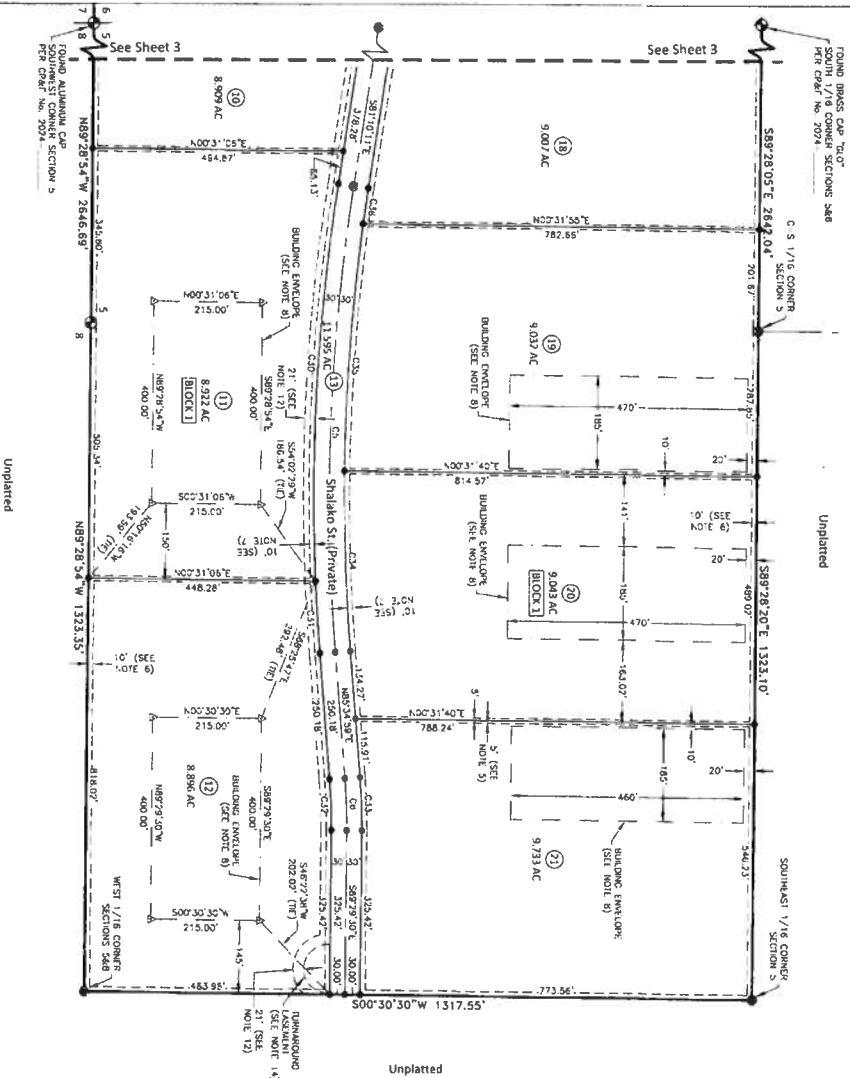


**km**  
ENGINEERING  
1170 N. HARRIS BLVD.  
BOISE, IDAHO 83725  
PHONE: (208) 333-8933  
info@kme.com

**Ridgeline Vistas, LLC.**  
DEVELOPER  
FRANK, IDAHO

SHEET 104 6

# PLAT OF Ridgeline Vistas Subdivision



CURVE TABLE			
CURVE	PI	PC	PT
C1	1176.11	1176.11	1176.11
C2	1176.11	1176.11	1176.11
C3	1176.11	1176.11	1176.11
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C22	1176.11	1176.11	1176.11

CURVE TABLE			
CURVE	PI	PC	PT
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C43	1176.11	1176.11	1176.11
C44	1176.11	1176.11	1176.11
C45	1176.11	1176.11	1176.11

**K.M. ENGINEERING, INC.**  
12459  
STATE OF INDIANA  
LICENSE NO. 12459

**Ridgeline Vistas, LLC.**  
DEVELOPER  
EAGLE, INDIANA

DATE: 07/13/2024  
BY: K.M. ENGINEERING, INC.  
PROJECT: 12459-001





PLAT OF  
Ridgeline Vistas Subdivision

CERTIFICATE AND APPROVAL OF COUNTY SURVEYOR

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, IN AND FOR CANYON COUNTY, IDAHO DO HEREBY CERTIFY THAT THE PLAT OF RIDGELINE VISTAS SUBDIVISION, BEING A PLAT OF LAND, IS CORRECTLY AND ACCURATELY COMPILED WITH THE STATE OF IDAHO CODE, TITLE 56, CHAPTER 13, RELATING TO PLATS AND SURVEYS.

CANYON COUNTY SURVEYOR \_\_\_\_\_

DATE \_\_\_\_\_

CERTIFICATE AND APPROVAL OF THE COUNTY TREASURER

I, THE COUNTY CLERK, DO HEREBY CERTIFY THAT THE PLAT OF RIDGELINE VISTAS SUBDIVISION, BEING A PLAT OF LAND, IS CORRECTLY AND ACCURATELY COMPILED WITH THE STATE OF IDAHO CODE, TITLE 56, CHAPTER 13, RELATING TO PLATS AND SURVEYS, AND THAT THE PLAT HAS BEEN FILED IN THE PUBLIC RECORDS OF CANYON COUNTY, IDAHO, AND THAT THE PLAT IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

CANYON COUNTY TREASURER \_\_\_\_\_

DATE \_\_\_\_\_

CERTIFICATE AND APPROVAL OF CANYON COUNTY COMMISSIONERS

I, THE UNDERSIGNED CHAIRMAN OF THE CANYON COUNTY COMMISSIONERS, CANYON COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE COMMISSIONERS HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR OF 2024, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CHAIRMAN \_\_\_\_\_

DATE \_\_\_\_\_

CLERK \_\_\_\_\_

DATE \_\_\_\_\_

SANITARY RESTRICTION

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 56, CHAPTER 13, ARE IN FORCE. NO OWNER SHALL CONSTRUCT ANY BUILDING, DWELLING OR SHED, WHEN NECESSARILY THE SUPPORTING OR WATER OR SEWER FACILITIES FOR PERSONS USING SUCH PREMISES UNTIL SANITARY RESTRICTION REQUIREMENTS ARE SATISFIED.

HEALTH DISTRICT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

CERTIFICATE AND APPROVAL OF CANYON HIGHWAY DISTRICT No. 4

PLATS WITH PRIVATE ROADS AND PUBLIC ROAD RIGHT-OF-WAY DEDICATIONS: CANYON HIGHWAY DISTRICT NO. 4 DOES HEREBY ACCEPT THIS PLAT AND THE DEDICATED PUBLIC ROAD RIGHT-OF-WAY DEDICATIONS. THE PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF I.C. § 50-5112. PRIVATE STREETS DEPICTED ON THIS PLAT ARE NOT MAINTAINED BY OR UNDER THE JURISDICTION OF THE HIGHWAY DISTRICT. THERE IS NO LEGAL OBLIGATION OR ASSURANCE THAT THE PRIVATE STREETS WILL BE ACCEPTED AS PUBLIC STREETS IN THE FUTURE.

CHAIRMAN \_\_\_\_\_

DATE \_\_\_\_\_



Ridgeline Vistas, LLC.  
DEVELOPER  
EAGLE, IDAHO

FORM NO. 22-307

PAGE 1 OF 9



Canyon County, 111 North 11<sup>th</sup> Avenue, #310, Caldwell, ID 83605

▪ Engineering Division ▪

### Final Plat Check-List

<b>Applicant:</b> Cheryl Heath - KM Engineering, LLP.	<b>Case Number:</b>
<b>Subdivision Name:</b> Ridgeline Vistas	<b>Plat Date:</b> 06/28/2024

#### CANYON COUNTY CODE OF ORDINANCES 07-17-13 (1-6)

The information hereinafter required as part of the preliminary plat submitted shall be shown graphically or by note on plans, and may comprise several sheets showing various elements or required data.

1. METHOD & MEDIUM OF PRESENTATION	<u>Meets Code / Comments</u>
A. All plats to be recorded shall be prepared on a drafting medium in accordance with Requirements of Idaho Code Title 55, Chapter 19, paragraph (1) for Records of Survey Maps.	X
B. The plat shall be drawn to an accurate scale of not more than one hundred feet to an inch (1"=100') unless otherwise approved by DSD prior to submission.	X
C. The final plat drawing shall be additionally submitted in digital form approved by the Director.	X
2. IDENTIFICATION DATA REQUIRED	
A. A title which includes the name of the subdivision and its location by number of section, township, range and county shall be placed together at one location at the top of the sheet and generally centered.	X
B. Name, address and official seal of the surveyor preparing the plat.	X
C. North arrow.	X
D. Date of preparation.	X
E. Revision block showing dates of any revisions subsequent to the original preparation date. The revision block shall be part of the title block which shall be placed along the right edge of the drawing.	X

<b>3. SURVEY DATA REQUIRED</b>	<b><u>Meets Code / Comments</u></b>
<p>A. Boundaries of the tract to be subdivided and the interior lots are to be fully balanced and closed, showing all bearings and distances determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.</p> <ul style="list-style-type: none"> <li>• <i>Check boundary measurements on plat with legal description measurements, verify they are the same</i></li> <li>• <i>Request closure report be sent along with final plat when it gets routed to the County Surveyor. Closure report should include the metes and closure error ratio for each individual lot and the metes and closure error ratio for the exterior boundary of the subdivision.</i></li> </ul>	X
<p>B. Any excepted lots within the plat boundaries shall show all bearings and distances determined by an accurate survey in the field. All dimensions shall be expressed in feet and decimals thereof.</p>	X
<p>C. Basis of bearing on the plat shall be referenced.</p> <ul style="list-style-type: none"> <li>• <i>Make sure it matches the legal description</i></li> <li>• <i>Reference to point of beginning</i></li> </ul>	X

<b>4. DESCRIPTIVE DATA REQUIRED</b>	<b><u>Meets Code / Comments</u></b>
A. Name, right-of-way lines, courses, lengths, width of all private and public streets, alleys, pedestrian ways and utility easements.	X
B. All drainage ways.	X
<p>C. All easements provided for public services or utilities and any limitations of the easements.</p> <ul style="list-style-type: none"> <li>• Applicable description for easements</li> </ul>	X
D. All lots and blocks shall be numbered throughout the plat in accordance with Idaho Code. "Exceptions", "tracts", and "private parks" shall be so designated, lettered or named and clearly dimensioned.	X
E. All sites to be dedicated to the public will be indicated and the intended use specified.	X
F. All roads must be labeled as either "private" or "public" behind or beneath the road name.	X
G. The area of each lot shall be stated in acres and decimals thereof.	X
H. The statement from Idaho Code 22-4503 or any later amended statutory language shall appear on all final plats located in a zone where agricultural uses are allowed or permitted.	X
I. A note as to the type of sewage disposal facilities to be provided.	X

J. A note as to the type of water supply facilities to be provided.	X
K. Required section and quarter-section line setbacks.	X
<b>5. DEDICATION AND ACKNOWLEDGMENT</b>	<b><u>Meets Code / Comments</u></b>
A. A statement of dedication of all streets, alleys, pedestrian ways and other easements for public use by the person holding title of record and by person holding title as vendees under land contract.	X
B. Acknowledgement of dedication: The dedication referred to in Section 07-18-17 of this Chapter shall be in the form of a certificate acknowledged in accordance with Idaho Code 50-1309.	X
<b>6. REQUIRED CERTIFICATIONS</b>	<b><u>Meets Code / Comments</u></b>
A. Landowner's signature.	X
B. Certification by a surveyor stating that the plat is correct and accurate and that the monuments described in it have been located as described. <i>Make sure stamp is signed and dated.</i>	X
C. Certification of plat approval by the County Surveyor.	X
D. Certification of plat approval by the Board.	X
E. Approval or certification of comment by impacted agencies that may include: Highway Districts, Health Department, the City when the development is in an area of City Impact, Treasurer, Recorder, and State and Federal agencies having jurisdiction.	X





**Board of County Commissioners**  
**Ridgeline Vistas, LLC – Conditional Rezone – CR2020-0012**

*Development Services Department*

**FINDINGS, CONCLUSIONS, & ORDER**

Conditional Rezone - CR2020-0012

**Findings of Fact**

1. The applicant, Borton-Lahey Law representing Ridgeline Vista, LLC, is requesting a conditional rezone to rezone Parcels R37369 and R37368, approximately 190 acres, from an "A" zone to an R-R zone (Rural Residential, two-acre average minimum lot size). The request includes a development agreement to restrict residential development to no more than 20 lots with an average lot size of 8.5 acres in accordance with the conceptual site plan (Exhibit 2). The property is located adjacent to 11509 Shalako Street, Caldwell; also known as a portion of Sections 5 and 6, T5N, R2W, B-M; Canyon County, Idaho.
2. The request initially included a comprehensive plan amendment (OR2020-0008) to change the future land use designation from "agricultural" to "residential". Upon discussion with County staff, the applicant requested the amendment be withdrawn and refunded. The Board of County Commissioners refunded the application fee on January 12, 2021.
3. The subject property is located within Canyon Highway District No. 4, Middleton Fire District, and Middleton School District.
4. The property is not located within an Area of City Impact.
5. The subject property is designated as "Agricultural" on the 2020 Canyon County Future Land Use Map.
6. The neighborhood meeting was held on July 30, 2020, according to CCZO §07-01-15.
7. On January 21, 2021, the Planning and Zoning Commission recommends approval of the request subject to conditions of the development agreement.
8. Notice of the public hearing was provided per CCZO §07-05-01. Agency notice was sent on March 3, 2021. Full political notice was sent on January 5, 2021. Newspaper notice was published on March 14, 2021. Property owners within 300' were notified by mail on March 3, 2021. The property was posted on March 15, 2021.
9. The record contained in Case File #RZ2020-0015 consists of the following which:
  - a. Staff reports with exhibits, late exhibits and testimony regarding the March 22, 2021 public hearing; and
  - b. Addendum with exhibits and testimony regarding the public hearing held on May 6, 2021.

**Conclusions of Law**

For Case File #CR2020-0012, the Board of County Commissioners finds and concludes the following regarding the Standards of Review for a Rezone (CCZO §07-06-07(6)A):

**Rezone Criteria**

**A. Is the proposed conditional rezone generally consistent with the Comprehensive Plan?**

Conclusion: The proposed zone change is consistent with the Comprehensive Plan.

Finding: The request is in general conformance with the comprehensive plan. The Future Land Use Map designates the area as agricultural which the 2020 Comprehensive Plan describes as containing "productive irrigated croplands, grazing lands, feedlots, dairies, seed production, as well as rangeland and ground of lesser agricultural value." The following policies and goals apply to the request:

- Land Use Goal #4: "Achieve a land-use balance, which recognizes that existing agricultural uses and non-agricultural development may occur in the same area."
- Land Use Policy #2: "Encourage orderly development of subdivisions and individual land parcels, and require development agreements when appropriate."

subject property make up approximately 2,100 acres with a 233 acre average lot size. Most of the larger parcels adjacent to the proposal are federal lands.

There are no platted subdivisions within the vicinity of the request. However, the request is near a series of land divisions named High Plains Estates by the original developer approved in 2004 (LS2003-572, LS2004-1 & LS2003-512). The approval created 21 parcels (average lot size 9.22 acres) served by a private road system. The proposed request with the development agreement will be commensurate with the parcel sizes and uses found within the High Plains Estates community.

Based on letters received from neighbors within High Plains Estates, the development is generally supported subject to the following conditions:

- Lot sizes shall be a minimum of 8 acres;
- Building envelopes shall be established;
- Continued farming activities shall be protected;
- Commitment to a road maintenance agreement with the existing High Plains Estates HOA for use of Shalako Street, a private road; and
- Any improvements to the existing private road shall be the burden of the developer

Conditions addressing neighborhood concerns have been applied to the development agreement (Attachment A).

The location of the request is unique because it is not located adjacent to other prime farmground; and therefore, will not impact any existing agricultural community. The result of the request will be commensurate with existing development which provides residential and agricultural opportunities on lot sizes with an average of 8.5 acres.

**C. Is the proposed zoning map amendment compatible with surrounding land uses?**

Conclusion: The proposed zoning map amendment is compatible with surrounding land uses.

Finding: The request is near a series of land divisions named High Plains Estates by the original developer approved in 2004 (LS2003-572, LS2004-1 & LS2003-512). The approval created 21 parcels (average lot size 9.22 acres) served by a private road system. The proposed request with the development agreement (Attachment A) will be commensurate with the parcel sizes and uses found within the High Plains Estates community. Based on letters received from neighbors within High Plains Estates, the development is generally supported subject to the following conditions:

- Lot sizes shall be a minimum of 8 acres;
- Building envelopes shall be established;
- Continued farming activities shall be protected;
- Commitment to a road maintenance agreement with the existing High Plains Estates HOA for use of Shalako Street, a private road; and
- Any improvements to the existing private road shall be the burden of the developer.

Conditions addressing neighborhood concerns have been applied as a condition of the development agreement (Attachment A).

**D. Will the proposed conditional rezone negatively affect the character of the area? What measures will be implemented to mitigate impacts?**

Conclusion: Subject to conditions of the development agreement (Attachment A), the proposed zoning map amendment will not negatively affect the character of the area.

Finding: Based on the conceptual plan and development agreement conditions (Attachment A), the property will be commensurate with the existing development, High Plains Estates. The request proposes no more than 20 lots with an 8-acre minimum lot size. To maintain the agricultural setting and character of the area, the applicant has also agreed to limit residential and agricultural structures to be located within a building envelope not larger than two acres. The development is conditioned not to impact High Plains Estates irrigation water rights, existing agricultural uses, and existing private road network (Attachment A).

Use or modification of public land right-of-way access requires approval by BLM.

**H. Will the proposed conditional rezone impact essential public services and facilities, such as schools, police, fire, and emergency medical services? What measures will be implemented to mitigate impacts?**

Conclusion: The proposed conditional rezone will not impact essential public services and facilities.

Finding: All affect agencies were notified. None of the comments received indicated that the proposed rezone would impact essential services.

Upon review by Middleton Fire District, the properties are identified as a high wildfire risk due to the proximately to BLM open lands. The applicant will work with the Middleton Fire District as part of the subsequent platting process.

As a condition of the development agreement (Attachment A), the applicant will work with Middleton School District at the time of platting to resolve school bus transportation issues on Shalako Street.

**Order**

Based upon the Findings of Fact, Conclusions of Law contained herein the Board of County Commissioners **approves** Case # CR2020-0012, a **Conditional Rezone** of Parcels R37369 and R37368 from an "A" (Agricultural) zone to a "CR-R-R" (Conditional Rezone - Rural Residential) zone, subject to all conditions of the attached development agreement (Attachment A).

APPROVED this 13 day of May, 2021.

  
Commissioner Keri Smith

Yes

No

Did Not  
Vote

  
Commissioner Leslie Van Beek

unavailable for signature  
Commissioner Pamela White

Attest: Chris Yamamoto, Clerk

By: Jehen Ross  
Deputy

Date: 5/18/2021

## **SECTION 2. PROPERTY OWNER.**

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

## **SECTION 3. RECORDATION.**

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

## **SECTION 4. TERM.**

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

## **SECTION 5. MODIFICATION.**

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

## **SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.**

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.



Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

**D. DEFENSE EXPENSES.**

Applicants shall, and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

**SECTION 10. PERIODIC REVIEW.**

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

**SECTION 11. REQUIRED PERFORMANCE.**

Applicants shall timely carry out all steps required to be performed and maintain all commitments outlined in this Agreement and as outlined in County laws, ordinances, rules, and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

**SECTION 12. DEFAULT AND REMEDIES.**

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

**SECTION 13. ZONING REVERSION CONSENT.**

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the properties

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

**SECTION 18. TERMINATION.**

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicants, a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

**SECTION 19. EFFECTIVE DATE.**

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

**SECTION 20. TIME OF ESSENCE.**

Time is of the essence in the performance of all terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO**

**APPLICANTS**

\_\_\_\_\_  
Commissioner, Keri Smith

\_\_\_\_\_  
Matthew Drown, Managing Member of  
Ridgeline Vistas, LLC

\_\_\_\_\_  
Commissioner, Leslie Van Beek

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Commissioner Pamela White

ATTEST: Chris Yamamoto, Clerk

BY: \_\_\_\_\_  
Deputy

DATE: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

Part of the Southeast Quarter of the Section 6 and the Southwest Quarter of Section 5 and the Southwest Quarter of the Southeast Quarter of Section 5, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a brass cap monument marking the Southwest corner of Section 6, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, and running thence North 89°32'55" East 2606.07 feet, said point being the South Quarter corner of said Section 6; thence North 0°02'05" West 660.18 feet to the POINT OF BEGINNING; thence North 0°02'05" West 538.36 feet to a point of curve with a radius of 60.00 feet, a central angle of 180°00'00" and a chord that bears North 00°02'05" West 120.00 feet; thence to the left along said curve 188.49 feet; thence North 89°38'18" East 1320.00 feet to a brass cap marking the Southeast One-Sixteenth (1/16) corner of said section; thence North 89°35'50" East 1323.33 feet to a brass cap marking the South One-Sixteenth (1/16) corner of said section; thence North 89°58'32" East 2844.82 feet; thence North 89°56'52" East 1323.59 feet thence South 0°08'58" East 1319.92 feet; thence South 89°57'54" West 1324.20 feet to the South Quarter corner of said Section 5; thence South 89°45'55" West 2848.40 feet to the Southwest corner of said Section 5; thence South 89°51'00" West 1881.32 feet; thence North 0°03'14" West 660.58 feet; thence South 89°48'56" West 660.21 feet to the POINT OF BEGINNING.

Being Lot 14, High Plains Estates, of Record of Survey, recorded April 21, 2004, as Instrument No. 200421334, records of Canyon County, Idaho.

#### PARCEL 2:

A 60-foot wide right-of-way to be used for ingress-egress and utilities lying in the Southeast Quarter of Section 1, Township 5 North, Range 3 West of the Boise Meridian, the South half of Section 6, Township 5 North, Range 2 West of the Boise Meridian and the North half of Section 7, Township 5 North, Range 2 West of the Boise Meridian described as follows:

Beginning at a brass cap monument marking the Southeast 1/16 corner of Section 1 Township 5 North, Range 3 West of the Boise Meridian and running thence North 89°53'06" East 1316.24 feet to a brass cap monument marking the South 1/16 corner of said Section 1; thence North 89°51'15" East 1286.78 feet to a brass cap monument marking the Southwest 1/16 corner of Section 6, Township 5 North, Range 2 West of the Boise Meridian; thence North 89°41'07" East 1319.08 feet to a brass cap monument marking the center South 1/16 corner of said Section 6; said point being a point of curve with a radius of 60.00 feet, a central angle of 255°44'17" and a chord that bears South 37°35'11" West 95.05 feet; thence to the right along said curve 267.81 feet to a point of reverse curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears North 52°33'13" West 24.49 feet; thence to the left along said curve 26.36 feet; thence South 89°41'07" West 1160.53 feet to a point of curve with a radius of 50.00 feet, a central angle of 90°24'59" and a chord that bears South 44°28'37" West 70.87 feet; thence to the left along said curve 78.90 feet; thence South 0°43'52" East 1101.47 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°43'13" and a chord that bears South 45°35'29" East 70.54 feet; thence to the left along said curve 78.30 feet; thence North 89°32'55" East 1224.01 feet; thence North 89°51'00" East 2641.63 feet; thence South 0°09'00" East 60.00 feet to a 5/8" iron rod with yellow plastic cap marked P.L.S. 7323 marking the Southeast corner of said Section 6; thence South

## EXHIBIT "B"

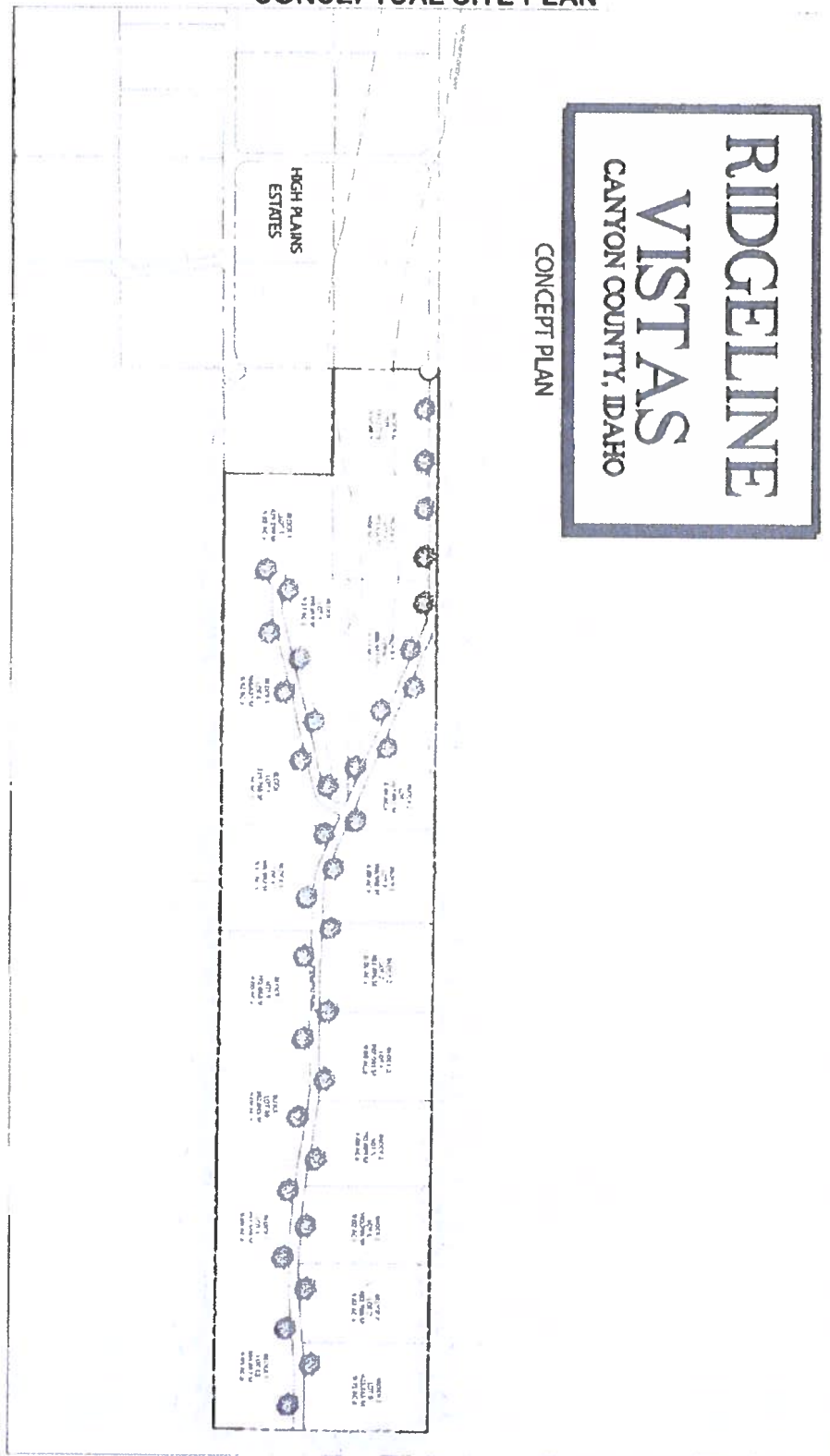
### CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject properties, Parcels R37369 and R37368, containing approximately 190 acres, shall be platted per Chapter 7, Article 17 of the Canyon County Zoning Ordinance (Subdivisions) subject to the following restrictions:
  - a. Future subdivision/development shall be in substantial compliance with the conceptual plan herein attached as Exhibit "C" subject to the following restrictions:
    - i. The development shall not exceed 20 residential lots. The development maintains a minimum lot size of 8 acres with an average lot size of 8.5 acres.
    - ii. To preserve the agricultural setting and character, each lot within the development shall have a building envelope no larger than two acres where all residential and agricultural structures shall be located.
      - Areas outside of the building envelopes shall be retained for agricultural uses and shall maintain weeds from becoming a public nuisance. Golf courses are prohibited.
    - iii. The development shall not impact irrigation water rights or continued agricultural uses within the existing development called High Plains Estates.
    - iv. Prior to signing of the final plat, the existing private road, Shalako Street and new private road to serve the future development shall meet the minimum requirements of CCZO Section 07-10-03(2) and (3) and shall be constructed at the owner/developer's expense.
  - b. At the time of preliminary plat submittal, development on slopes over 15% shall comply with all applicable standards of the Special Development Ordinance for Hillside Development Evaluation, Grading and Drainage Plan and Development Standards (CCZO Section 07-17-33(1) unless development is configured and restricted to not allow development on slopes greater than 15%.
  - c. At the time of preliminary plat submittal, a biological assessment prepared by a licensed professional biologist shall be completed to ensure impacts to federal and state-protected species are mitigated. The assessment shall be reviewed by the Idaho Department of Fish and Game (IDFG). Any mitigation measures regarding subdivision development and long-term maintenance of properties recommended by the biologist shall be incorporated in the construction plans and/or as final plat notes prior to signing of the final plat by the Board of County Commissioners.
  - d. At the time of subdivision plat submittal, the applicant shall submit evidence that the owner/developer reviewed school bus transportation issues on Shalako Street and resolutions with Middleton School District.
  - e. At the time of subdivision plat submittal, an agricultural preservation and irrigation plan shall be submitted. The plan shall include:
    - i. Adequate irrigation (uses and methods) shall be demonstrated to ensure on-going agricultural uses can be supported without disturbing neighboring irrigation uses; and
    - ii. Lots and building envelopes shall be configured to support on-going agricultural uses, agricultural and natural preservation and irrigation. The conceptual site plan (Exhibit "C") may be modified, subject to the limitations stated in Condition 2.a.1, to best support on-going agricultural uses, preservation and irrigation.



EXHIBIT "C"

CONCEPTUAL SITE PLAN



**2021-034824**

RECORDED

**05/13/2021 01:19 PM**



00614072202100348240130130

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=13 MBROWN

NO FEE

AGR

CANYON COUNTY



**Canyon County  
Recorder's Office  
Document  
Cover Sheet**





## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

1115 Albany Street • Caldwell, Idaho • 83605 • Phone (208) 454-7458

Fax: (208) 454-6633 • [www.canyoncounty.org/dsd](http://www.canyoncounty.org/dsd)

### DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

**Agreement number:** 033

**THIS AGREEMENT**, made and entered into this 13 day of May, 2021, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Ridgeline Vistas, LLC, hereinafter referred to as "Applicant."

#### RECITALS

**WHEREAS**, Applicants have applied to County for a conditional rezone from the "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone - Rural Residential) Zone (CR2020-0012), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

**WHEREAS**, Parcels R37369 and 37368, approximately 190.35 acres, is owned by the Applicant

**WHEREAS**, on the 13 day of May, 2021 the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-R" Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B".

**WHEREAS**, the parties desire to enter into an agreement to comply with Canyon County Code of Ordinances §07-06-07(2) & 07-06-07(7), Canyon County Zoning Ordinance No. 16-007 or as amended, and to ensure the Applicants will implement and be bound by the conditions of the rezone order issued by the Canyon County Board of Commissioners; and

**NOW THEREFORE**, the parties hereto do hereby agree to the following terms:

#### **SECTION 1. AUTHORIZATION.**

This Agreement is authorized and required by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning).

## **SECTION 2. PROPERTY OWNER.**

Applicants are the owner(s) of Subject Properties which is located in the unincorporated area of Canyon County, Idaho, more particularly described in EXHIBIT "A", attached hereto and incorporated herein, which real property is the subject matter of this Agreement. Applicants represent that they currently hold complete legal or equitable interest in the Subject Properties and that all persons holding legal or equitable interests in the Subject Properties or the operation of the business are to be bound by this Agreement.

## **SECTION 3. RECORDATION.**

Pursuant to Idaho Code §67-6511A and Canyon County Code of Ordinances, this Agreement shall be recorded by the Clerk in the Canyon County Recorder's Office and will take effect upon the adoption, by the Board of County Commissioners, of the amendment to the zoning ordinance as set forth herein.

## **SECTION 4. TERM.**

The parties agree that this Agreement shall run with the land and bind the Subject Property in perpetuity, and shall inure to the benefit of and be enforceable by the parties, and any of their respective legal representatives, heirs, successors, and assignees. Provided, however, this Agreement shall terminate if the Board of County Commissioners subsequently rezones the property to allow for a higher density use or if annexation of the Subject Property by a city occurs. In this event, however, the Agreement shall only terminate in regards to the portion of the Property that is rezoned or annexed, while the remainder of the Property shall remain subject to the Agreement.

If any of the privileges or rights created by this Agreement would otherwise be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation, or (3) any other statutory or common law rules imposing time limits, then such provision shall continue until twenty-one (21) years after the death of the last survivor of the now living lawful descendants of George Herbert Walker Bush, former President of the United States, or for such shorter period as may be required to sustain the validity of such provision.

## **SECTION 5. MODIFICATION.**

This Agreement may be modified only in writing signed by the parties, or their successors in interest, after complying with the notice and hearing procedures of Idaho Code §67-6509 and the requirements of Canyon County Code of Ordinances. The modification proposal must be in the form of a revised Development Agreement and must be accompanied by a statement demonstrating the necessity for the requested modification.

## **SECTION 6. APPLICATION OF OTHER LAWS TO THE SUBJECT PROPERTIES.**

This Agreement shall not prevent the County in subsequent actions applicable to the Subject Properties from applying new rules, regulations, or policies that do not conflict with this Agreement.

## **SECTION 7. COMMITMENTS.**

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to a "CR-R-R" (Conditional Rezone - Rural Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

## **SECTION 8. USES, DENSITY, AND HEIGHT AND SIZE OF BUILDINGS**

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "B"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to a "CR-R-R" (Conditional Rezone - Rural Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

## **SECTION 9. LIABILITY AND INDEMNITY OF COUNTY.**

### **A. COUNTY REVIEW.**

Applicants acknowledge and agree that the County is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates or acceptances, relating to the use and development of the property described in EXHIBIT "A," and that the County's review and approval of any such plans and the improvements or the issuance of any such approvals, permits, certificates, or acceptances do not, and shall not, in any way, be deemed to insure or ensure Applicants or any of Applicants' heirs, successors, assigns, tenants, and licensees, against damage or injury of any kind and/or at any time.

### **B. COUNTY PROCEDURES.**

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number CR2020-0012 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings, correctness, or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions, or orders.

### **C. INDEMNITY.**

Applicants agree to, and do hereby, defend, hold harmless and indemnify the County, the Board of County Commissioners, all County elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any such parties in connection with (i) the County's review and approval of any plans or improvements, or the issuance of any approvals, permits, certificates, or acceptances relating to the use and/or development of the Subject Properties; (ii) any actions taken by the County pursuant to Subsection 9(B) of this

Agreement; (iii) the development, construction, and maintenance of the property; and (iv) the performance by County of its obligations under this Agreement and all related ordinances, resolutions, or other agreements.

**D. DEFENSE EXPENSES.**

Applicants shall, and do hereby agree, to pay, without protest, all expenses incurred by the County in defending itself with regard to any and all of the claims identified in Subsection 9 of this Agreement. These expenses shall include all out-of-pocket expenses, including, but not limited to, attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employees of the County.

**SECTION 10. PERIODIC REVIEW.**

The County's Development Services Department will administer the Agreement after it becomes effective and will conduct a review of compliance with the terms of this Agreement on a periodic basis, including, but not limited to, each time development of the Property is platted. Applicants shall have the duty to demonstrate Applicants' compliance with the terms of this Agreement during such review.

**SECTION 11. REQUIRED PERFORMANCE.**

Applicants shall timely carry out all steps required to be performed and maintain all commitments outlined in this Agreement and as outlined in County laws, ordinances, rules, and regulations as they pertain to the Subject Property including, but not limited to, those concerning the commencement of development, completion of development, preliminary platting and final platting.

**SECTION 12. DEFAULT AND REMEDIES.**

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

**SECTION 13. ZONING REVERSION CONSENT.**

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the properties



described in attached EXHIBIT "A " are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately before the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-R" (Conditional Rezone - Rural Residential ) designation shall revert back to the "A" (Agricultural) Zone designation.

#### **SECTION 14. COMPLIANCE WITH LAWS.**

Applicants agree that they will comply with all federal, state, county, and local laws, rules, and regulations, which appertain to the Subject Property.

#### **SECTION 15. RELATIONSHIP OF PARTIES.**

It is understood that this Agreement between Applicants and the County is such that Applicants are an independent party and are not an agent of the County.

#### **SECTION 16. CHANGES IN LAW.**

Any reference to laws, ordinances, rules, regulations, or resolutions shall include such laws, ordinances, rules, regulations, or resolutions as they have been, or as they may hereafter be amended.

#### **SECTION 17. NOTICES.**

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

Notices and communications required to be given to County shall be addressed to, and delivered at, the following address:

Director  
Development Services Department  
Canyon County Administration  
111 North 11<sup>th</sup> Avenue, #140  
Caldwell, Idaho 83605

Notices and communications required to be given to Applicants shall be addressed to, and delivered at, the following addresses:

Applicants  
Name: Ridgeline Vistas, LLC  
Street Address: 2150 West Pacific Ridge  
City, State, Zip: Eagle, ID 83616

A party may change its address by giving notice, in writing, to the other party, in the manner provided for in this section. Thereafter, notices, demands, and other pertinent correspondence shall be addressed and transmitted to the new address.

**SECTION 18. TERMINATION.**

This Agreement may be terminated in accordance with the notice and hearing procedures of Idaho Code §67-6509, and the zoning designation upon which the use is based reversed, upon failure of Applicants, a subsequent owner, or other person acquiring an interest in the property described in attached EXHIBIT "A" to comply with the terms of this Agreement. Applicants shall comply with all commitments in this Agreement prior to establishing the approved land use.

**SECTION 19. EFFECTIVE DATE.**

The commitments contained in this Agreement shall take effect in the manner described in this Agreement upon the County's adoption of the amendment to the zoning ordinance as set forth herein.

**SECTION 20. TIME OF ESSENCE.**

Time is of the essence in the performance of all terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO**

**APPLICANTS**

  
\_\_\_\_\_  
Commissioner, Keri Smith

\_\_\_\_\_  
Matthew Drown, Managing Member of  
Ridgeline Vistas, LLC

  
\_\_\_\_\_  
Commissioner, Leslie Van Beek

  
\_\_\_\_\_  
Applicant

unavailable for signature  
\_\_\_\_\_  
Commissioner Pamela White

ATTEST: Chris Yamamoto, Clerk

BY:   
\_\_\_\_\_  
Deputy

DATE: 5/13/2021



(All Applicants must sign and their signatures must be notarized)

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 13 day of May, 2021, before me, a notary public, personally appeared Matthew Drown, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

Terrri Salisbury  
Notary Public for Idaho

Residing at: Caldwell, ID

My Commission Expires: 2/19/2026



STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

\_\_\_\_\_  
Notary Public for Idaho

Residing at: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### PARCEL 1:

Part of the Southeast Quarter of the Section 6 and the Southwest Quarter of Section 5 and the Southwest Quarter of the Southeast Quarter of Section 5, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a brass cap monument marking the Southwest corner of Section 6, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, and running thence North 89°32'55" East 2606.07 feet, said point being the South Quarter corner of said Section 6; thence North 0°02'05" West 660.18 feet to the POINT OF BEGINNING; thence North 0°02'05" West 538.36 feet to a point of curve with a radius of 60.00 feet, a central angle of 180°00'00" and a chord that bears North 00°02'05" West 120.00 feet; thence to the left along said curve 188.49 feet; thence North 89°38'18" East 1320.00 feet to a brass cap marking the Southeast One-Sixteenth (1/16) corner of said section; thence North 89°35'50" East 1323.33 feet to a brass cap marking the South One-Sixteenth (1/16) corner of said section; thence North 89°58'32" East 2644.82 feet; thence North 89°56'52" East 1323.58 feet thence South 0°08'58" East 1319.92 feet; thence South 89°57'54" West 1324.20 feet to the South Quarter corner of said Section 5; thence South 89°45'55" West 2648.40 feet to the Southwest corner of said Section 5; thence South 89°51'00" West 1981.32 feet; thence North 0°03'14" West 660.68 feet, thence South 89°48'56" West 660.21 feet to the POINT OF BEGINNING.

Being Lot 14, High Plains Estates, of Record of Survey, recorded April 21, 2004, as Instrument No. 200421334, records of Canyon County, Idaho.

#### PARCEL 2:

A 60-foot wide right-of-way to be used for ingress-egress and utilities lying in the Southeast Quarter of Section 1, Township 5 North, Range 3 West of the Boise Meridian, the South half of Section 6, Township 5 North, Range 2 West of the Boise Meridian and the North half of Section 7, Township 5 North, Range 2 West of the Boise Meridian described as follows:

Beginning at a brass cap monument marking the Southeast 1/16 corner of Section 1 Township 5 North, Range 3 West of the Boise Meridian and running thence North 89°53'06" East 1316.24 feet to a brass cap monument marking the South 1/16 corner of said Section 1; thence North 89°51'15" East 1286.78 feet to a brass cap monument marking the Southwest 1/16 corner of Section 6, Township 5 North, Range 2 West of the Boise Meridian; thence North 89°41'07" East 1319.08 feet to a brass cap monument marking the center South 1/16 corner of said Section 6; said point being a point of curve with a radius of 60.00 feet, a central angle of 255°44'17" and a chord that bears South 37°35'11" West 95.05 feet; thence to the right along said curve 267.81 feet to a point of reverse curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears North 52°33'13" West 24.49 feet; thence to the left along said curve 26.36 feet; thence South 89°41'07" West 1180.63 feet to a point of curve with a radius of 50.00 feet, a central angle of 90°24'59" and a chord that bears South 44°28'37" West 70.97 feet; thence to the left along said curve 78.90 feet; thence South 0°43'52" East 1101.47 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°43'13" and a chord that bears South 45°35'29" East 70.54 feet; thence to the left along said curve 78.30 feet; thence North 89°32'55" East 1224.01 feet; thence North 89°51'00" East 2641.63 feet; thence South 0°09'00" East 60.00 feet to a 5/8" iron rod with yellow plastic cap marked P.L.S. 7323 marking the Southeast corner of said Section 6; thence South

89°51'00" West 2841.75 feet to a 5/8" Iron rod with yellow plastic cap marked P.L.S. 7323 marking the South Quarter corner of said Section 6; thence South 89°32'55" West 587.02 feet to a point of curve with a radius of 50.00 feet, a central angle of 101°35'08" and a chord that bears South 38°45'22" West 77.49 feet; thence to the left along said curve 88.65 feet; thence South 12°02'11" East 194.45 feet; thence South 2°50'01" East 185.81 feet; thence South 10°07'32" East 211.90 feet to a point of curve with a radius of 60.00 feet, a central angle of 256°31'21" and a chord that bears North 62°21'52" West 94.87 feet; thence to the right along said curve 267.58 feet to a point of reverse curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears North 27°38'08" East 24.49 feet; thence to the left along said curve 26.36 feet; thence North 1°07'32" West 138.27 feet; thence North 2°50'01" West 184.80 feet; thence North 12°02'11" West 222.42 feet to a point of curve with a radius of 50.00 feet, a central angle of 78°24'54" and a chord that bears North 51°14'38" West 63.21 feet; thence to the left along said curve 68.43 feet; thence South 89°32'55" West 1746.08 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°35'08" and a chord that bears South 44°45'21" West 70.45 feet; thence to the left along said curve 78.18 feet; thence South 0°02'13" East 486.13 feet to a point of curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears South 37°47'54" East 24.49 feet; thence to the left along said curve 26.36 feet to a point of reverse curve with a radius of 60.00 feet, a central angle of 255°31'21" and a chord that bears South 52°12'06" West 94.87 feet; thence to the right along said curve 267.58 feet; thence North 0°02'13" West 611.80 feet to a brass cap monument marking the Southwest corner of said Section 6; thence North 89°55'43" West 658.93 feet to a point of curve with a radius of 60.00 feet, a central angle of 243°01'43" and a chord that bears North 31°31'17" East 102.30 feet; thence to the right along said curve 254.80 feet to a point of reverse curve with a radius of 50.00 feet, a central angle of 62°57'52" and a chord that bears South 58°26'48" East 52.22 feet; thence to the left along said curve 64.95 feet; thence North 89°42'46" East 1782.95 feet to a point of curve with a radius of 50.00 feet, a central angle of 90°18'46" and a chord that bears North 44°24'31" East 70.88 feet; thence to the left along said curve 78.78 feet; thence North 0°43'52" West 1102.09 feet to a point of curve with a radius of 50.00 feet, a central angle of 88°24'52" and a chord that bears North 45°26'16" West 70.35 feet; thence to the left along said curve 78.03 feet; thence South 89°51'15" West 1208.02 feet; thence South 89°53'06" West 1316.31 feet; thence North 0°02'31" East 60.00 feet to the point of beginning.

## **EXHIBIT "B"**

### **CONDITIONS OF APPROVAL**

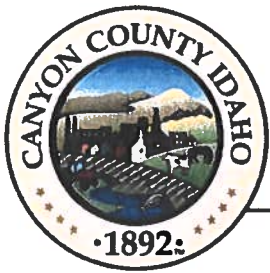
1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules, and regulations that pertain to the property.
2. The subject properties, Parcels R37369 and R37368, containing approximately 190 acres, shall be platted per Chapter 7, Article 17 of the Canyon County Zoning Ordinance (Subdivisions) subject to the following restrictions:
  - a. Future subdivision/development shall be in substantial compliance with the conceptual plan herein attached as Exhibit "C" subject to the following restrictions:
    - i. The development shall not exceed 20 residential lots. The development maintains a minimum lot size of 8 acres with an average lot size of 8.5 acres.
    - ii. To preserve the agricultural setting and character, each lot within the development shall have a building envelope no larger than two acres where all residential and agricultural structures shall be located.
      - Areas outside of the building envelopes shall be retained for agricultural uses and shall maintain weeds from becoming a public nuisance. Golf courses are prohibited.
    - iii. The development shall not impact irrigation water rights or continued agricultural uses within the existing development called High Plains Estates.
    - iv. Prior to signing of the final plat, the existing private road, Shalako Street and new private road to serve the future development shall meet the minimum requirements of CCZO Section 07-10-03(2) and (3) and shall be constructed at the owner/developer's expense.
  - b. At the time of preliminary plat submittal, development on slopes over 15% shall comply with all applicable standards of the Special Development Ordinance for Hillside Development Evaluation, Grading and Drainage Plan and Development Standards (CCZO Section 07-17-33(1) unless development is configured and restricted to not allow development on slopes greater than 15%.
  - c. At the time of preliminary plat submittal, a biological assessment prepared by a licensed professional biologist shall be completed to ensure impacts to federal and state-protected species are mitigated. The assessment shall be reviewed by the Idaho Department of Fish and Game (IDFG). Any mitigation measures regarding subdivision development and long-term maintenance of properties recommended by the biologist shall be incorporated in the construction plans and/or as final plat notes prior to signing of the final plat by the Board of County Commissioners.
  - d. At the time of subdivision plat submittal, the applicant shall submit evidence that the owner/developer reviewed school bus transportation issues on Shalako Street and resolutions with Middleton School District.
  - e. At the time of subdivision plat submittal, an agricultural preservation and irrigation plan shall be submitted. The plan shall include:
    - i. Adequate irrigation (uses and methods) shall be demonstrated to ensure on-going agricultural uses can be supported without disturbing neighboring irrigation uses; and
    - ii. Lots and building envelopes shall be configured to support on-going agricultural uses, agricultural and natural preservation and irrigation. The conceptual site plan (Exhibit "C") may be modified, subject to the limitations stated in Condition 2.a.1, to best support on-going agricultural uses, preservation and irrigation.



- iii. Areas with poor irrigation and least-suited soils due to hillside terrain may preserve the natural vegetation.
3. The developer shall comply with CCZO §07-06-07 (4): Time Requirements: "All conditional rezones for a land-use shall commence within two (2) years of the approval of the board."

AGENCY LOCATION AND CONTACT		
<b>Southwest District Health</b>		
	Address	Phone Number
	13307 Miami Lane, Caldwell	(208) 455-5400
<b>Highway Districts</b>		
Agency	Address	Phone Number
Canyon	15435 ID-44, Caldwell	(208) 454-8135
Golden Gate	500 Golden Gate Ave. E, Wilder	(208) 482-6267
Nampa	4507 12 <sup>th</sup> Ave Road, Nampa	(208) 467-6576
Notus-Parma	106 S. 4 <sup>th</sup> Str., Parma	(208) 722-5343
<b>Idaho Transportation Department</b>		
	Address	Phone Number
	11331 W. Chinden Blvd., Boise	(208) 334-8300
<b>Fire Districts</b>		
Agency	Address	Phone Number
Caldwell Rural	310 S. Seventh Ave., Caldwell	(208) 896-4511
Homedale Rural	120 S. Main St., Homedale	(208) 337-3450
Kuna Rural	150 W. Boise St., Kuna	(208) 922-1144
Marsing Rural	303 Main St., Marsing	(208) 896-4796
Melba Rural	408 Carrie Rex, Melba	(208) 495-2351
Middleton Rural	302 E. Star Blvd., Middleton	(208) 585-6650
Nampa Rural	820 Second Str. South, Nampa	(208) 468-5770
Parma Rural	29200 HWY 95, Parma	(208) 722-6753
Star Rural	11665 State Str., Suite B, Star	(208) 286-7772
Upper Deer Flat Rural	9500 Missouri Ave., Nampa	(208) 466-3589
Wilder Rural	601 Patriot Way, Wilder	(208) 482-7563
<b>Irrigation Districts</b>		
Agency	Address	Phone Number
Famer Cooperative Ditch Co/Si	PO Box 69, Parma	(208) 722-2010
Farmers Union Ditch Co	PO Box 1474, Eagle	(208) 870-7919
Black Canyon	474 Elgin Ave., Notus	(208) 459-4141
Boise-Kuna	129 N. School Ave., Kuna	(208) 922-5608
Boise project Board of Control	2465 Overland Road, Boise	(208) 344-1141
Eureka	21766 Howe Road, Caldwell	(208) 250-8000
Franklin Ditch Co	3401 W. Pine Ave., Meridian	(208) 466-3819
Middleton Mill Ditch Co	PO Box 848, Middleton	(208) 585-3207
Nampa-Meridian	1503 1 <sup>st</sup> Str. South, Nampa	(208) 466-7861
New York	6616 W. Overland Road, Boise	(208) 378-1023
Pioneer	3804 S. Lake Ave., Caldwell	(208) 459-3617
Pioneer-Dixie	19724 Dixie River Road, Caldwell	(208) 454-1559
Riverside	PO Box 180, Greenleaf	(208) 722-2010
Settlers	PO Box 7571, Boise	(208) 343-5271
Siebenberg Cooperative Ditch Co	PO Box 642, Parma	kchamberlain.fdc@gmail.com
Wilder	709 Cleveland Blvd., Caldwell	(208) 459-3421
Mason Creek Ditch Co	1905 Mason Rd., Caldwell	johnmcavoy48@yahoo.com
Poor Boy Ditch Co	PO Box 395, Greenleaf	(208) 407-7681 (F) 498-9690
Canyon County Water Co./Flake Ditch	PO Box 11/PO Box 6, Star	(208) 455-1735
<b>City Impact Area</b>		
Agency	Address	Phone Number
Caldwell	621 Cleveland Blvd., Caldwell	(208) 455-3000
Nampa	500 12 <sup>th</sup> Ave. S., Nampa	(208) 468-4430
Middleton	1103 W. Main St., Middleton	(208) 585-3133
Parma	305 N. 3 <sup>rd</sup> St., Parma	(208) 722-5138
Melba	401 Carrie Rex Ave., Melba	(208) 495-2722
Greenleaf	20523 Whittier Dr., Greenleaf	(208) 454-0552
Notus	375 Notus Road, Notus	(208) 459-6212
Homedale	31 W. Wyoming Ave., Homedale	(208) 337-4641
Star	10769 W. State St., Star	(208) 286-7247
Wilder	107 4 <sup>th</sup> St., Wilder	(208) 482-6204

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED



## AGENCY ACKNOWLEDGMENT

Date: July 2024

Applicant: Ridgeline Vista, LLC

Parcel Number: R3736900000 / R3736800000

Site Address: Shalako Street

### **SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.**

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

#### **Southwest District Health:**

☒ Applicant submitted/met for informal review.

Date: 07/15/2024 Signed: Anthony Lee  
Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

#### **Fire District:**

District: Middleton Fire

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

#### **Highway District:**

District: Highway District 4

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

#### **Irrigation District:**

District: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### **Area of City Impact**

City: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED



## AGENCY ACKNOWLEDGMENT

Date: July 2024

Applicant: Ridgeline Vista, LLC

Parcel Number: R3736900000 / R3736800000

Site Address: Shalako Street

### **SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.**

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

#### **Southwest District Health:**

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

#### **Fire District:**

District: Middleton Fire

☒ Applicant submitted/met for informal review.

Date: 7/17/2024 Signed: \_\_\_\_\_

Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

#### **Highway District:**

District: Highway District 4

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

#### **Irrigation District:**

District: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### **Area of City Impact**

City: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED



## AGENCY ACKNOWLEDGMENT

Date: July 2024

Applicant: Ridgeline Vistas, LLC

Parcel Number: R3736900000 / R3736800000

Site Address: Shalako Street

### **SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.**

The purpose of this form is to facilitate communication between applicants and agencies so that relevant requirements, application processes, and other feedback can be provided to applicants early in the planning process. Record of communication with an agency regarding the project can be submitted instead of a signature. After the application is submitted, impacted agencies will be sent a hearing notification by DSD staff and will have the opportunity to submit comments.

#### **Southwest District Health:**

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Southwest District Health Representative  
(This signature does not guarantee project or permit approval)

#### **Fire District:**

District: Middleton Fire

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Fire District Representative  
(This signature does not guarantee project or permit approval)

#### **Highway District:**

District: Highway District 4

☒ Applicant submitted/met for informal review.

Date: 7/16/24 Signed: \_\_\_\_\_

Chris Hopper, District Engineer  
Authorized Highway District Representative  
(This signature does not guarantee project or permit approval)

#### **Irrigation District:**

District: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### **Area of City Impact**

City: \_\_\_\_\_

☐ Applicant submitted/met for informal review.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

DISCLAIMER: THIS ACKNOWLEDGMENT IS ONLY VALID SIX MONTHS FROM THE DATE ISSUED



# Development Services Department



Canyon County, 1115 Albany Street, Caldwell, ID 83605

(208) 454 7458 ▪ (208) 454 6633 Fax ▪ [DSDInfo@canyonco.org](mailto:DSDInfo@canyonco.org) ▪ [www.canyonco.org/dsd](http://www.canyonco.org/dsd)

This letter is to inform you of Canyon County requirements regarding subdivision improvements.

Canyon County requires that all subdivision improvements must be either bonded or completed and certified by a registered professional engineer prior to the Board of County Commissioner's signature on the final plat.

Subdivision improvements consist of curbs, gutters, sidewalks, streetlights, paving, roads, irrigation, water, and sewer systems, and any other amenities within the subdivision.

If said items are completed prior to the Board's signature on the final plat, you must submit a letter from a registered professional engineer certifying that all improvements are constructed per code requirements and are completed. This letter must be stamped (sealed) by the engineer making the certification.

If said items are not going to be completed prior to the Board's signature on the final plat, they must be bonded.

**Bonding Procedure (Canyon County Zoning Ordinance 07-17-29(4):**

- Developer obtains three (3) contractor bids for the estimated cost to construct the improvements.
- Developer obtains a bond, irrevocable letter of credit, or other acceptable form of guarantee in the amount of 120% of the highest of the three (3) bid amounts.
- Developer will submit the three (3) contractor bids and the bond, irrevocable letter of credit, or other acceptable form of guarantee in the amount of 120% of the highest of the three (3) bid amounts to Development Services Department (DSD).
- If the internal roads are to be public, the Developer must bond these roads with the Highway District having jurisdiction and submit a copy of the bond to DSD.
- DSD forwards these items to the Canyon County Prosecuting Attorney's Office for legal review.
- Prosecuting Attorney reviews and approves bonding submittals.
- DSD will secure the bonding instrument.
- DSD requests a hearing date before the BOCC to consider signing the Final Plat.
- DSD will release the bond only upon written request from the DSD Director. This will only occur when DSD has received a letter from a registered professional engineer certifying that all improvements included in the bond are complete. This letter must be stamped (sealed) by the engineer making the certification. The bonded improvements shall be constructed within two (2) years from the date of recordation of the final plat; provided, however, the Board may extend the period one year upon showing of just cause by the developer.
- The scheduling of any payment to the developer will be in accordance with the County's current claim and payment schedule.

O:\Department Forms\Subdivisions\Bonding\Bonding Form Letter\Bonding Form Letter.docPlanning •  
Zoning • Building • Code Enforcement

*Dedicated to providing quality, efficient and equitable service to the citizens of Canyon County by planning for orderly growth and development through consistent administration and enforcement of County Ordinances.*



200571875

RECORDED

2005 OCT 28 PM 4 25

CANYON CITY RECORDS  
BY *[Signature]*

REQUEST  
TYPE *[Signature]* FEE *[Signature]*

TRILEONE



www.titleonecorp.com

Order No.: C059399

## CORPORATION WARRANTY DEED

For Value Received: **JADE EAGLE, INC.**

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain, Sell and Convey unto **RIDGELINE VISTAS, LLC., AN IDAHO LIMITED LIABILITY COMPANY,** *[Signature]*

Whose current address is: 533 E RIVERSIDE DR., STE 110, EAGLE, ID 83616

The following described real estate, to wit:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT "A", WHICH BY THIS REFERENCE BECOMES A PART THEREOF AND CONSISTS OF TWO (2) PAGES.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever.

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee: and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

**IN WITNESS WHEREOF**, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 10/28/05

JADE EAGLE INC., by:

*[Signature]*

RICHARD O. THURBER, It's PRESIDENT

STATE OF IDAHO

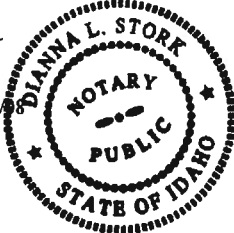
COUNTY OF ADA

ON THIS 28 DAY OF OCTOBER IN THE YEAR 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, RICHARD O. THURBER KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

*[Signature]*

DIANNA L. STORK  
RESIDING AT: MERIDIAN  
MY COMMISSION EXPIRES ON: 01/23/08



## EXHIBIT "A"

### PARCEL 1:

Part of the Southeast Quarter of the Section 6 and the Southwest Quarter of Section 5 and the Southwest Quarter of the Southeast Quarter of Section 5, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, described as follows:

COMMENCING at a brass cap monument marking the Southwest corner of Section 6, Township 5 North, Range 2 West, of the Boise Meridian, Canyon County, Idaho, and running thence North 89°32'55" East 2606.07 feet, said point being the South Quarter corner of said Section 6; thence North 0°02'05" West 660.18 feet to the POINT OF BEGINNING; thence North 0°02'05" West 538.36 feet to a point of curve with a radius of 60.00 feet, a central angle of 180°00'00" and a chord that bears North 00°02'05" West 120.00 feet; thence to the left along said curve 188.49 feet; thence North 89°38'18" East 1320.00 feet to a brass cap marking the Southeast One-Sixteenth (1/16) corner of said section; thence North 89°35'50" East 1323.33 feet to a brass cap marking the South One-Sixteenth (1/16) corner of said section; thence North 89°58'32" East 2644.82 feet; thence North 89°56'52" East 1323.59 feet thence South 0°08'58" East 1319.92 feet; thence South 89°57'54" West 1324.20 feet to the South Quarter corner of said Section 5; thence South 89°45'55" West 2648.40 feet to the Southwest corner of said Section 5; thence South 89°51'00" West 1981.32 feet; thence North 0°03'14" West 660.58 feet; thence South 89°48'56" West 660.21 feet to the POINT OF BEGINNING.

Being Lot 14, High Plains Estates, of Record of Survey, recorded April 21, 2004, as Instrument No. 200421334, records of Canyon County, Idaho.

### PARCEL 2:

A 60-foot wide right-of-way to be used for ingress-egress and utilities lying in the Southeast Quarter of Section 1, Township 5 North, Range 3 West of the Boise Meridian, the South half of Section 6, Township 5 North, Range 2 West of the Boise Meridian and the North half of Section 7, Township 5 North, Range 2 West of the Boise Meridian described as follows:

Beginning at a brass cap monument marking the Southeast 1/16 corner of Section 1 Township 5 North, Range 3 West of the Boise Meridian and running thence North 89°53'06" East 1316.24 feet to a brass cap monument marking the South 1/16 corner of said Section 1; thence North 89°51'15" East 1286.78 feet to a brass cap monument marking the Southwest 1/16 corner of Section 6, Township 5 North, Range 2 West of the Boise Meridian; thence North 89°41'07" East 1319.08 feet to a brass cap monument marking the center South 1/16 corner of said Section 6; said point being a point of curve with a radius of 60.00 feet, a central angle of 255°44'17" and a chord that bears South 37°35'11" West 95.05 feet; thence to the right along said curve 267.81 feet to a point of reverse curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears North 52°33'13" West 24.49 feet; thence to the left along said curve 26.36 feet; thence South 89°41'07" West 1160.53 feet to a point of curve with a radius of 50.00 feet, a central angle of 90°24'59" and a chord that bears South 44°28'37" West 70.97 feet; thence to the left along said curve 78.90 feet; thence South 0°43'52" East 1101.47 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°43'13" and a chord that bears South 45°35'29" East 70.54 feet; thence to the left along said curve 78.30 feet; thence North 89°32'55" East 1224.01 feet; thence North 89°51'00" East 2641.63 feet; thence South 0°09'00" East 60.00 feet to a 5/8" iron rod with yellow plastic cap marked P.L.S. 7323 marking the Southeast corner of said Section 6; thence South

Exhibit "A"

Legal Description

89°51'00" West 2641.75 feet to a 5/8" iron rod with yellow plastic cap marked P.L.S. 7323 marking the South Quarter corner of said Section 6; thence South 89°32'55" West 587.02 feet to a point of curve with a radius of 50.00 feet, a central angle of 101°35'06" and a chord that bears South 38°45'22" West 77.49 feet; thence to the left along said curve 88.65 feet; thence South 12°02'11" East 194.45 feet; thence South 2°50'01" East 185.61 feet; thence South 10°07'32" East 211.90 feet to a point of curve with a radius of 60.00 feet, a central angle of 255°31'21" and a chord that bears North 62°21'52" West 94.87 feet; thence to the right along said curve 267.58 feet to a point of reverse curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears North 27°38'08" East 24.49 feet; thence to the left along said curve 26.36 feet; thence North 1°07'32" West 138.27 feet; thence North 2°50'01" West 184.60 feet; thence North 12°02'11" West 222.42 feet to a point of curve with a radius of 50.00 feet, a central angle of 78°24'54" and a chord that bears North 51°14'38" West 63.21 feet; thence to the left along said curve 68.43 feet; thence South 89°32'55" West 1746.08 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°35'08" and a chord that bears South 44°45'21" West 70.45 feet; thence to the left along said curve 78.18 feet; thence South 0°02'13" East 485.13 feet to a point of curve with a radius of 20.00 feet, a central angle of 75°31'21" and a chord that bears South 37°47'54" East 24.49 feet; thence to the left along said curve 26.36 feet to a point of reverse curve with a radius of 60.00 feet, a central angle of 255°31'21" and a chord that bears South 52°12'06" West 94.87 feet; thence to the right along said curve 267.58 feet; thence North 0°02'13" West 611.80 feet to a brass cap monument marking the Southwest corner of said Section 6; thence North 89°55'43" West 658.93 feet to a point of curve with a radius of 60.00 feet, a central angle of 243°01'43" and a chord that bears North 31°31'17" East 102.30 feet; thence to the right along said curve 254.50 feet to a point of reverse curve with a radius of 50.00 feet, a central angle of 62°57'52" and a chord that bears South 58°26'48" East 52.22 feet; thence to the left along said curve 54.95 feet; thence North 89°42'46" East 1782.95 feet to a point of curve with a radius of 50.00 feet, a central angle of 90°16'46" and a chord that bears North 44°24'31" East 70.88 feet; thence to the left along said curve 78.78 feet; thence North 0°43'52" West 1102.09 feet to a point of curve with a radius of 50.00 feet, a central angle of 89°24'52" and a chord that bears North 45°26'18" West 70.35 feet; thence to the left along said curve 78.03 feet; thence South 89°51'15" West 1208.02 feet; thence South 89°53'06" West 1316.31 feet; thence North 0°02'31" East 60.00 feet to the point of beginning.

Exhibit "A"

Legal Description



TO: Canyon County Development Services Department  
ATTN: Arbay Mberwa  
ADDRESS: 111 N. 11<sup>th</sup> Ave., #310  
Caldwell, Idaho 83605  
RE: Ridgeline Vistas Subdivision

DATE: 8/7/2024  
JOB #: 22-107  
FROM: Cheryl Heath

Resubmitted  
8/8

Please find attached:

COPIES	DATE	PAGES	
1	--	37	Final Plat Application and Re
1	6.28.24	6	Final Plat
1	6.21.24	3	Grading and Drainage Plans

Transmitted By

- ☒ Hand Delivery ☐ Mail ☐ Fax  
☐ Submittal Exchange ☐ Electronic Transfer ☐ Pick-up

Transmittal Purpose

- ☐ For Your Use ☐ For Review & Approval ☐ For Signature  
☒ As Requested ☐ Other: \_\_\_\_\_

Remarks

Arbay,

Please let me know if you need anything else.

Thank you,  
Cheryl Heath  
[cheath@kmengllp.com](mailto:cheath@kmengllp.com)  
(208) 639-6939

CC: \_\_\_\_\_ Signed: Cheryl Heath, Development Coordinator

If enclosures are not as indicated, please notify us as soon as possible.

200571875

RECORDED

2005 OCT 28 PM 4 25

CANYON CITY RECORDER  
CANYON CITY RECORDER  
CANYON CITY RECORDER

REQUEST  
TYPE Fee FEE 93

TITLEONE



www.titleonecorp.com

Order No.: C059399

## CORPORATION WARRANTY DEED

For Value Received: JADE EAGLE, INC..

A Corporation duly organized and existing under the laws of the State of IDAHO hereby Grant, Bargain, Sell and Convey unto RIDGELINE VISTAS, LLC., AN IDAHO LIMITED LIABILITY COMPANY, *JS*

Whose current address is: 533 E RIVERSIDE DR., STE 110, EAGLE, ID 83616

The following described real estate, to wit:

SEE ATTACHED LEGAL DESCRIPTION MARKED EXHIBIT "A", WHICH BY THIS REFERENCE BECOMES A PART THEREOF AND CONSISTS OF TWO (2) PAGES.

**TO HAVE AND TO HOLD** the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever.

The Grantor does hereby covenant to and with the said Grantees, that it is the owner in fee simple of said premises; that it is free from all encumbrances, EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee: and subject to restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, including irrigation and utility easements, (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. In constraining this Deed and where the context so requires, the singular includes the plural, and the masculine, includes the feminine and neuter.

**IN WITNESS WHEREOF**, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed.

Dated: 10/28/05

JADE EAGLE INC., by:

*[Signature]*  
RICHARD O. THURBER, It's PRESIDENT

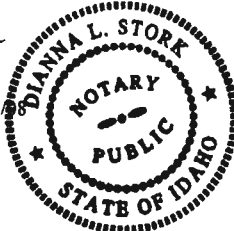
STATE OF IDAHO

COUNTY OF ADA

ON THIS 28 DAY OF OCTOBER IN THE YEAR 2005, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED, RICHARD O. THURBER KNOWN TO ME TO BE THE PRESIDENT OF THE CORPORATION THAT EXECUTED THIS INSTRUMENT AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

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*[Signature]*  
DIANNA L. STORK  
RESIDING AT: MERIDIAN  
MY COMMISSION EXPIRES ON: 01/23/08



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Exhibit "A"

Legal Description



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Exhibit "A"

Legal Description

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

**Building Divsn Email:** buildinginfo@canyoncounty.id.gov **Planning Divsn Email:** zoninginfo@canyoncounty.id.gov

**Receipt Number:** 83306

**Date:** 8/12/2024

**Date Created:** 8/12/2024

**Receipt Type:** Normal Receipt

**Status:** Active

**Customer's Name:** Ridgeline Vistas, LLC

**Comments:** Final plat - SD2024-0007

**Site Address:** 0 SHALAKO ST, Middleton ID 83644 / Parcel Number: 37369000 0

**CHARGES**

<b><u>Item Being Paid For:</u></b>	<b><u>Application Number:</u></b>	<b><u>Amount Paid:</u></b>	<b><u>Prevs Pymnts:</u></b>	<b><u>Unpaid Amnt:</u></b>
Planning - Final Plat	SD2024-0007	\$1,000.00	\$0.00	\$0.00
Planning - Final Plat Addition Per Lot Fee (Per Application)	SD2024-0007	\$210.00	\$0.00	\$0.00

**Sub Total:** \$1,210.00

**Sales Tax:** \$0.00

**Total Charges:** \$1,210.00

**PAYMENTS**

<b><u>Type of Payment:</u></b>	<b><u>Check/Ref Number:</u></b>	<b><u>Amount:</u></b>
Check	120	\$1,210.00

**Total Payments:** \$1,210.00

**ADJUSTMENTS**

**Receipt Balance:** \$0.00