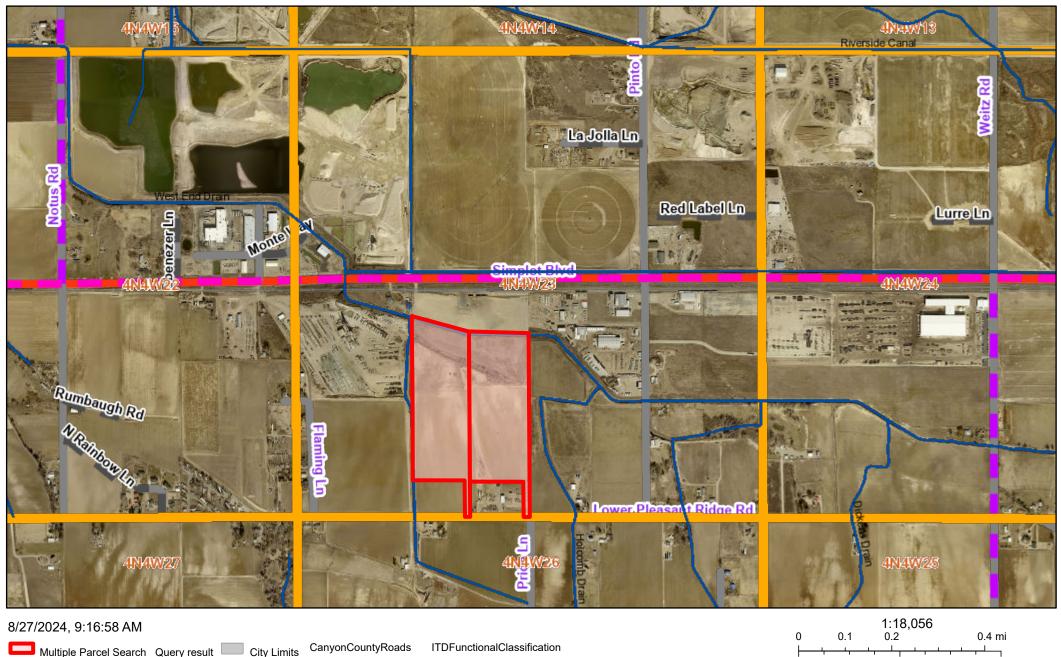
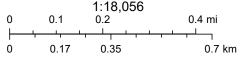
Canyon County, ID Web Map







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



PRELIMINARY PLAT PUBLIC HEARING - MASTER APPLICATION

	OWNER NAME: Demco Ventures, LLC & Pleasant Ridge Property, LLC		
PROPERTY OWNER	22930 Buskir	dential Drive, Meridian, ID 83642 & k Drive, Meridian, ID 83642	
	PHONE: 208-369-7112 EM		
I consent to this		nmissioners to enter the property for site	
inspections. If t	he owner(s) is a business entity, pleas	e include business documents, including	
	those that indicate the person(s) w	no are eligible to sign.	
Signature:	Ul allon	Date: 8-19-2024	
	h	8.19.2024	
ADDI IOANIT	APPLICANT NAME: Bonnie Layton		
APPLICANT: IF DIFFERING	COMPANY NAME: NV5		
FROM THE PROPERTY OWNER	MAILING ADDRESS: 690 S. Industry Way, Suite 10, Meridian, ID 83642		
OWNER	PHONE: EM/	AIL:	
	STREET ADDRESS: () Lower Pleasan	t Ridge Road	
	PARCEL NUMBER: R3637101000 & R3637101100		
SITE INFO	PARCEL SIZE: 53.64 acres		
SITE INFO	NUMBER OF LOTS: 30		
	PROPOSED SUBDIVISION NAME: Milestone Industrial Park		
	FLOOD ZONE (YES/NO) No	ZONING DISTRICT: M1	
FOR DSD STAFF COMPLETION ONLY:			

CASE NUMBER SDADAU - 1209	DATE RECEIVED:
RECEIVED BY: MELLON APPLICATION	ION FEE: 1960 CK MO CC CASH
ii .	+ 310(311ds +10)
	100 (AOCI)
	\$1960
	(DIUS SUTTI

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT 111 North 11th Avenue, #310. Caldwell, ID 83605 zoninginfo@canyoncounty.id.gov - Phone: 208-454-7458 Revised 3/30/23

NT 1960 + 80 183040



PRELIMINARY PLAT PUBLIC HEARING - CHECKLIST

PRELIMINARY PLAT - CCZO Section 07-17-09

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		V
Copy of Preliminary Plat	1	
(1 Hard Copy & Digital Copy – Flash Drive Preferred) Preliminary Drainage Plan, if applicable	V	
. Tollitary Drainage Flair, if applicable	N/A	
Preliminary Irrigation Plan, if applicable	N/A	
Preliminary Grading Plan, if applicable	V.	V
Completed Preliminary Plat Checklist		1/
Subdivision Worksheet	V	
Irrigation Plan Application	N/A	
Proof of application with:		
Southwest District Health	V	
Irrigation District	V	V
Fire District	V	1/
Highway District/ Idaho Transportation Dept.		1/
Area of City Impact (if applicable)	7	1/
Deed or evidence of property interest to the subject property	7	
Fee: \$1550.00		
+\$10.00/lot		
+\$100.00 for Area of City Impact lox 31 310		
+\$80.00 Private Road on PROAP +\$80.00 Easement Reduction		
+\$80.00 Easement Reduction 19 19 60		
Fees are non-refundable		

Additional Information	Applicant	Staff
Hillside Development Requirements (07-17-33(1))	N/A	
Private Road Name Application	1	1/
Easement Reduction Application	N/A	
Floodplain Development Permit	N/A	

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



Canyon County, 111 North 11th Avenue, #310, Caldwell, ID 83605 • Engineering Division •

Preliminary Plat Check-List

Applicant: NV5 - Bonnie Layton	Case Number:
Subdivision Name: Milestone Industrial Park	Plat Date (Review #):

CANYON COUNTY CODE OF ORDINANCES 07-17-09

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. *Italicized items are supplemental to CCZO 07-17-09*.

GENERAL REVIEW ITEMS	Meets Code / Comments
1. Complete initial review of all information given graphically and by note on the plat	
2. Check for compliance with FCOs and/or Development Agreement from entitlement process if applicable	
3. Check for compliance with CCO Chapter 9 - Areas of City Impact. Chapter 9 lists requirements unless waived.	
4. Check for applicable agency comment. These comments could have been made at the entitlement stage or after.	
5. Make note of agencies that should be noticed if not typically included on the notice list and pass information along to planner	
Items A through E below are directly from CCZO 07-17-09. Italicized requirements found in ordinance and may not be	d items are checklist items related to e strictly required.
A. FORM OF PRESENTATION	Meets Code / Comments
1. Scale of Drawing (No more than 1"=100' unless approved by DSD prior to submission)	
2. Size of Drawing (No larger than 24' x 36") • Obtain electronic version of all submittals	
B. IDENTIFICATION AND DESCRIPTIVE DATA	Meets Code / Comments
1. Proposed name of subdivision and its location by section, township, and range	

Name of sub needs to be reserved through DSD GIS	
2. Reference by dimension and bearing to a section corner or quarter section corner	
3. Name, address and phone number of developer	
4. Name address and phone number of the person preparing the plat	
5. North arrow	
6. Date of preparation	
7. Revision block showing dates if 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 sheet.	
8. Vicinity map drawn to scale, clearly showing proposed subdivision location in relationship to adjacent subdivisions, main arterial routes, collector streets, etc.	
 Check for consistency between pre-plat and vicinity map 	

C. EXISTING CONDITIONS DATA	Meets Code / Comments
1. 2 Foot Contours shown unless otherwise approved; show all areas in excess of 15% slope	
2. Location of water wells, streams, canals, irrigation laterals, private ditches, washes, lakes or other water features; direction of flow; location and extent of known areas subject to inundation.	
3. Location, widths and names of all platted streets, railroads, utility rights of way of public record, public areas, permanent structures to remain including water wells and municipal corporation lines within or adjacent to the tract • Future use of remaining wells, if applicable	
4. Name, book and page numbers of any recorded adjacent subdivisions having a common boundary with the tract	
 Existing zoning classification, by note Proposed zoning, by note, if new zoning is being proposed concurrently with pre-plat application 	
6. Approximate acreage of the tract, by note	
7. Boundary dimensions of the tract	
8. Names and addresses of adjoining property owners within three hundred (300) feet of the exterior boundary of the tract	

D. PROPOSED CONDITIONS DATA	Meets Code / Comments
 1. Road layout, including location, width and proposed names of roads, alleys, pathways, easements, and roadway connections, if any, to an adjoining platted tract Confirmation that highway district will allow proposed access if new access is on an arterial Check alignment of stub streets with adjacent developments, if 	
 applicable Private roads shall not have direct access to arterials or local roads within a platted subdivision (ACCHD 2020.040) Private road names need to be reserved through DSD GIS. Private roads require a separate application. Public road names must be checked for availability with DSD GIS If typical sections are shown make sure they are consistent with what will be required 	
 2. Typical lot dimensions including curvilinear data to scale; each lot numbered individually; total number of lots by type and grand total. A private road must be a lot. Curve table is present and matches data shown graphically Minimum lot size Average lot size (calculated as total residential area divided by the number of residential lots) Check block numbering Consider any phasing shown 	
 3. Location, width and use of easements Provide documentation of or reference to any existing easements, especially access easements for existing parcels that are part of the plat. Show easements for all shared infrastructure 4. Designation of all land to be dedicated or reserved for public use 	
with use indicated 5. If plat includes land for which multi-family, commercial, or industrial use is proposed, such areas shall be clearly designated together with existing zoning classification and status of zoning change, if any 6. If the proposed subdivision is part of a larger area intended for development, a development master plan of the entire area shall be provided	
 7. Appropriate information that sufficiently details the proposed development within any special development area such as hillside, PUD, flood plain, cemetery, manufactured home, large scale development, hazardous and unique areas of development Check mapping layers for above special development items. Include wetland and natural drainage ways. Consider recommended conditions related to special development areas and related reports 	

8. All roads must be labeled as either "private" or "public" behind or beneath the road name	
E. PROPOSED UTILITY METHODS	Meets Code / Comments
Sewage: A statement as to the type of proposed sanitary sewage	
facilities	
Preliminary location/layout of proposed sewage facilities	
Nutrient-Pathogen study if required by SWDH	
If sewage facilities will be shared, provide preliminary	
arrangements for future operation and maintenance of the	
facilities, including financial arrangements. Also include	
preliminary sewer plan. DSD should complete high level feasibility	
review of shared utilities	
2. Water Supply: A statement as to the type of proposed water supply	
facilities	
Preliminary location/layout of proposed potable water facilities	
If potable water facilities will be shared, provide preliminary	
arrangements for future operation and maintenance of the	
facilities, including financial arrangements. Also include	
preliminary potable water plan. DSD should complete high level	
feasibility review of shared utilities	
3. Storm Water Disposal: A statement as to the type of storm water	
disposal facilities which may include evidence as may be required	
relative to the design and operation of proposed storm water system	
Include statement that all storm water shall be retained on site, if	
appropriate	
 Consider any required protection for roadside swales during home 	
construction and/or long-term protection from landscaping,	
roadside parking, regrading/filling swale, ect	
Maintenance easements for storm drain facilities treating	
drainage from public roads should be in place	
4. Irrigation System: A statement as to the proposed irrigation system,	
which may include evidence as may be required relative to the design	
and operation of any proposed irrigation system	
Irrigation Supply And Distribution Systems: The developer shall	
disclose, pursuant to Idaho Code section 31-3805, and file as	
part of the preliminary plat with DSD, evidence that an adequate	
irrigation supply and distribution system to serve the land within	
the plat to be recorded will be provided and must include	
consideration of using existing water rights that go with the land	
being platted. Such evidence shall include, but not be limited to,	
the following:	
- Copies of the plans of the proposed distribution system for	
the lots and areas to be served in the proposed	
development; and	
·	
- Copies of the community association's or similar	
organization's documents which may be required precedent	

to the establishment of an irrigation distribution system within the proposed development.	
5. Utility Easement: The utility easement width shall be a minimum of ten (10) feet from the exterior boundaries and five (5) feet from the interior boundaries. Utility easements shall be shown graphically on the plat.	

GENERAL RECOMMENDED CONDITIONS

- 1. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
- 2. Development shall comply with requirements of the local highway district. Evidence shall include written correspondence from the highway district prior to the first public hearing held for the preliminary plat and highway district signature on the final plat.
- 3. Development shall comply with irrigation district requirements. Evidence shall include written correspondence from the irrigation district prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat.
- 4. Development shall comply with Southwest District Health requirements. Evidence shall include written correspondence from the Southwest District Health prior to the first public hearing held for the preliminary plat and Southwest District Health signature on the final plat.
- 5. Development shall comply with Fire District requirements. Evidence shall include written correspondence from the Fire District prior to the first public hearing held for the preliminary plat and prior to Board of County Commissioner's signature on the final plat.
- 6. After preliminary plat approval applicant shall provide GIS data containing georeferenced lot line and roadway linework to be included in Development Services GIS mapping. (Solo pre-plats only)

SUBDIVISION WORKSHEET

Overview:			
Number of Buildable Residential Lots: 0	Number of Non-Buildable Lots: 0		
Number of Common Lots: 0	Total Subdivision Size: 53.64 acres		
Number of Common Lots: 30 Industrial Lots	Average Residential Lot Size: 0		
A CC'A I			
Area of City Impact:			
Is the property in an Area of City No Impact?	Yes- What City: Greenleaf		
Will you be requesting subdivision Improvement Wa	ivers? No DYes		
If yes, which waivers will you be requesting?	We will be building private roads along with individual well & septic systems.		
	reet Lights		
 If you are located in an Area of City Impact the following is required: Evidence of compliance with IC 31-3805 which could include evidence of irrigation system plan approval by the planning and zoning authority and city council and coordination with the irrigation entity. Communication with the City. 			
Roads:			
Roads within the development will utilize:			
□Public	ble		
*Private Roads Require: Name approved prior to submittal & a Private Road Application at the Time of submittal. See attached email.			
Hillside Development:	A PROPERTY OF THE PROPERTY OF THE PARTY OF T		
Of the total lots requested how many of each contain	slopes +15%? N/A		
Residential: Non-Buildable:	Common:		
Will the proposed roads be located within any area containing +15% slopes?			
□Yes* ✓No			
*If any development or construction activities wil information required by CCZO 07-17-33	l occur on slopes > 15% please submit the		
Irrigation:			
What is the name of the irrigation and drainage entities servicing the property?			
Irrigation: Pioneer Irrigation District			

Drainage: Pioneer Irrigation District
This property has: ✓ Water rights available ☐ No water rights available.
If No Water Rights are available, please fill out an Irrigation Plan Worksheet
Irrigation Water is Provided via: ☐ Irrigation Well ✓ Surface Water
Percentage of property that has water: Approximately 85%
Volume of water or diversion rate available at the property:
Please describe, in detail, how the property is currently irrigated and how it will be irrigated after it is subdivided: A portion of the property is currently a field with irrigation rights. Individual lots will be irrigated with water from individual wells. Irrigated ground will not exceed 1/2 acre (which would be typical for an individual well) however, this is an industrial park subdivision so it is anticipated that landscaping will be much more minimal
than what is typically seen.
Are there irrigation easement(s) on the property? Drainage ditch on the north end of the property is shown on the plat. How do you plan to retain storm and excess water on each lot? Each lot will be graded to retain its own storm water on site and have its own storm water retention system.
How do you plan to remove the stormwater/excess irrigation water prior to it entering the established drainage system? (i.e. oil, grease, contaminated aggregates):
Each lot will be individually designed when developed to treat excess water per BMP's established at the time
of construction.



AGENCY ACKNOWLEDGMENT

Date: 2-12-2024	
Applicant: NV5 - Bonnie Layton	
Parcel Number: R3637101000 & R	3637101100
Site Address: 0 Lower Pleasant Ric	ige Road
The purpose of this farm in the purpose of the p	APPROVAL OR COMPLETION OF OFFICIAL REVIEW.
relevant requirements, application procearly in the planning process. Record o submitted instead of a signature. After the hearing notification by DSD staff and wi	communication between applicants and agencies so that esses, and other feedback can be provided to applicants f communication with an agency regarding the project can be he application is submitted, impacted agencies will be sent all have the opportunity to submit comments.
Southwest District Health	
Applicant submitted/met for information	al review.
Date: Signed: _	,
	Authorized Southwest District Health Representative (This signature does not guarantee project or permit approval)
Fire District: Applicant submitted/met for informal	District: Caldwell Rural Fire District
Date: Signed:	
	Authorized Fire District Representative (This signature does not guarantee project or permit approval)
Highway District: Applicant submitted/met for informal	District: Canyon Highway District No. 4
Date: 3/5/2 signed:	
,	Authorized Highway District Representative
	(This signature does not guarantee project or permit approval)
Irrigation District: ✓ Applicant submitted/met for information	District: Pioneer Irrigation District
Date: 2/15/2024 Signed:	IN was
	Authorized Irrigation Representative (This signature does not guarantee project or permit approval)
Area of City Impact Applicant submitted/met for informal re	City: Greenleaf
Date: Signed:	
	Authorized AOCI Representative (This signature does not guarantee project or permit enprove))

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



AGENCY ACKNOWLEDGMENT

Date: 2-12-2024		
Applicant: NV5 - Bon	nie Layton	
Parcel Number: R3637	101000 & R3	637101100
Site Address: 0 Lower	Pleasant Rid	ge Road
The purpose of this form relevant requirements, as early in the planning procuping submitted instead of a significant control of the purpose of this form.	is to facilitate opplication proceess. Record opplicature. After t	APPROVAL OR COMPLETION OF OFFICIAL REVIEW. communication between applicants and agencies so that esses, and other feedback can be provided to applicants f communication with an agency regarding the project can be the application is submitted, impacted agencies will be sent a ill have the opportunity to submit comments.
Southwest District He Applicant submitted/		al review.
Date:	_ Signed:	Authorized Southwest District Health Representative (This signature does not guarantee project or permit approval)
Fire District: Applicant submitted/ Date: 2/26/24		District: Caldwell Rural Fire District all review. Authorized Fire District Representative (This signature does not guarantee project or permit approval)
Highway District: Applicant submitted/	met for inform	District: Canyon Highway District No. 4 nal review.
Date:	Signed:	
		Authorized Highway District Representative (This signature does not guarantee project or permit approval)
Irrigation District: Applicant submitted	met for inform	District: Pioneer Irrigation District nal review.
Date:	Signed:	Authorized Irrigation Representative (This signature does not guarantee project or permit approval)
Area of City Impact Applicant submitted	/met for inform	City: Greenleaf mal review.
Date:	Signed:	
		Authorized AOCI Representative (This signature does not guarantee project or permit approval)



AGENCY ACKNOWLEDGMENT

Date:					
Applicant: NV	5 - Bonnie Layton				
Parcel Number:	R3637101000 & R36	637101100			
Site Address: 0	Lower Pleasant Rido	ge Road			
The purpose of the relevant requiremearly in the planning submitted instead	is form is to facilitate c ents, application proce ng process. Record of of a signature. After th	communication betwesses, and other fee communication with application is sub-	OMPLETION OF OFFICIAL REVIEW. reen applicants and agencies so that redback can be provided to applicants h an agency regarding the project can be pomitted, impacted agencies will be sent a ity to submit comments.		
Southwest Dis Applicant sub	trict Health: mitted/met for informa	ıl review.			
Date: 07/23/2	2024 Signed:		Anthony Lee		
			thwest District Health Representative is not guarantee project or permit approval)		
Fire District:		District:	Caldwell Rural Fire District		
	mitted/met for informa				
Date:	Signed:				
			d Fire District Representative s not guarantee project or permit approval)		
Highway Distri Applicant sub	<u>ct:</u> nitted/met for informa		Canyon Highway District No. 4		
Date:	Signed:				
			Highway District Representative s not guarantee project or permit approval)		
Irrigation Distr	ict: mitted/met for informa		Pioneer Irrigation District		
Date:					
Date	Signed: _	Authorized Irrigation Representative (This signature does not guarantee project or permit approval)			
Area of City Im		City:	Greenleaf		
80	mitted/met for informa	ii review.			
Date:	Signed:	A 41a	and AOOL Barrers III		
			zed AOCI Representative		

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

From: To:

Greenleaf City Clerk **Bonnie Layton**

Subject: Date:

Re: Milestone Industrial Subdivision

Wednesday, July 17, 2024 12:07:00 PM

Hi Bonnie!

Please accept this email as confirmation for Canyon County Development Services that the City of Greenleaf is aware of the project.

I would highly encourage contacting David Lincoln with the Western Alliance for Economic Development Economic development services (resources for business start-ups, business retention

and expansion, and business attraction) are available through the Western Alliance through the city's membership, including connecting with the Idaho Department of Commerce resources and posting on the Gem State Prospector website to assist with marketing the industrial park.

Thank you,

Lee C. Belt **Greenleaf City Clerk** 208/454-0552 phone 208/454-7994 fax 208/880-4061 cell

On 7/17/2024 9:17 AM, Bonnie Layton wrote:

Good morning Lee,

I am back from vacation and following up on the email I sent on July 3rd. Did you have a chance to review the information I provided and do you have any questions for me?

Please let me know.

Thank you.

Bonnie

Bonnie Layton | Senior Planner | NV5 690 S. Industry Way, Suite #10 | Meridian, ID 83642 | P: 208.275.8742 | C: 208.724.2624

Electronic Communications Disclaimer

From: Bonnie Layton

Sent: Wednesday, July 3, 2024 9:35 AM

To: clerk@greenleaf-idaho.us

Subject: Milestone Industrial Subdivision

Good morning Lee,

Thank you so much for your time this morning for all of the additional information you provided. I will definitely pass that along to our client.

Attached please find the proposed preliminary plat for Milestone Industrial Subdivision along with Canyon County's agency review signature page. As I mentioned, we envision this to mostly contractor yard type businesses and therefor are proposing individual wells and septic systems. Internal roads will be private and we will be building a substantial portion of Pride Lane to extend north from Lower Pleasant Ridge Road along our eastern boundary. This roadway will be dedicated to the highway district.

Thank you in advance for your time. Please let me know if you have any questions.

Kind regards,

Bonnie

Bonnie Layton | Senior Planner | NV5 690 S. Industry Way, Suite #10 | Meridian, ID 83642 | P: 208.275.8742 | C: 208.724.2624

Electronic Communications Disclaimer



Canyon County Recorder's Office Cover Page

2023-005336

RECORDED

02/21/2023 02:15 PM

CHRIS YAMAMOTO
CANYON COUNTY RECORDER

Pgs=8 JWINSLOW \$15 0
TYPE: DEED
FIRST AMERICAN TITLE AND ESCROW
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION ONLY

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

This Special Warranty Deed is made this 21 day of February, 2023, between U&U Holdings LLC, an Idaho limited liability company ("Grantor") and DEMCO Ventures LLC an Idaho limited liability company ("DEMCO") whose address is 19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607-9058, as to a 50% tenants in common interest; and Pleasant Ridge Property LLC, an Idaho limited liability company ("PLEASANT RIDGE") whose address is 22930 BUSKIRK DRIVE MIDDLETON, ID 83644 as to a 50% tenants in common interest (collectively "Grantee"). DEMCO and Pleasant Ridge agree that their interests are subject to the terms of that certain Common Ownership Agreement by and between the Grantees, a copy of which may requested from DEMCO and the covenants contained in the Common Ownership Agreement shall be binding on Pleasant Ridge and DEMCO, and their successors and assigns.

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents (\$10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto each Grantee a 50% interest as tenants in common, and their successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho, more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the Property, as well in law as in equity, except as expressly provided otherwise herein.

To have and to hold, all and singular the above-described premises together with the appurtenances unto Grantee and its heirs and assigns forever.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612, subject to all matters of record or appearing on the face of the land, including but not limited to that certain Grant and Reservation of Easements, Road Sharing and Maintenance Agreement and Declaration

of Restrictive Covenant recorded in Records of Canyon County, Idaho on October 11, 2022 as Instrument Number 2022-046482.

[Signature appears on next page.]

GRANTOR:

U&U Holdings, LLC

an Idaho limited liability company

By: Drew Urness

Its: Manager

STATE OF IDAHO)

) ss.

County of Ada

The foregoing instrument was acknowledged before me on February 21, 2023, by Drew Urness, as the Manager of U&U Holdings, LLC, an Idaho limited liability company.

RUTH M RUBEL
COMMISSION #20428
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 06/24/2028

Signature of notary public

My commission expires _

6-24-2028

Exhibit A

NV5 Delivering Solutions Improving Lives

Legal Description for Parcel "A"

Date: August 2, 2022

A parcel of land being a portion of the SW 1/4 of Section 23, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3" brass cap marking the South 1/4 corner of said Section 23 (Corner Record no. 200261608) from which, a found 3" brass cap, marking the Center 1/4 corner of said Section 23 (Corner Record no. 9326775), bears North 00°08'15" East, a distance of 2,638.04 feet also being the POINT OF BEGINNING;

Thence North 89°08'16" West, coincident with the south line of said Section 23, a distance of 70.00 feet;

Thence North 00°08'15" East, on a line parallel with and 70 feet westerly of the North-South Center Section line of said Section 23, a distance of 399.13 feet;

Thence North 89°08'16" West, a distance of 606.54 to a point on the west line of Parcel 1, as depicted on Record of Survey No. 2007064473, in the records of Canyon County;

Thence North 00°08'15" East, coincident with said west line, a distance of 1,690.22 feet to the beginning of a non-tangent curve to the left, also being a point on the north bank of the West End Drain Ditch, as depicted on Record of Survey no. 2009008168, in the records of Canyon County;

Thence along the arc of said curve to the left a distance of 33.26 feet, said curve having a radius of 250.00 feet, a central angle of 07°37'25" and a chord bearing of South 84°40'56" East, a distance of 33.24 feet, along the north bank of said West End Drain Ditch;

Thence continuing along said north bank, South 88"29'38" East, a distance of 643.57 feet, to a point on the north-south Center Section line of said Section 23;

Thence South 00°08'15" West, coincident with said north-south Center Section line a distance of 2,079.53 feet to the POINT OF BEGINNING;

690 \$, Industry Way, Ste 10 - Meridian, ID \$3642 - 7 208.242.5400 - F 208.342.5353 - www.NVS.com



The above described parcel contains 1,167,308 square feet, or 26.80 acres; more or less.

Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane Coordinate System, West Zone: North 00 08 15" East between the South 1/4 and the Center 1/4 corner of said Section 23.

Wayne A. Caudell, P.L.S.

License no. 19748

End of Description



690 \$. Industry Way, Ste 10. • Meridian, ID 83642 • \$208.342.500 • F208.342.5353 • WWW.NV5.com



Legal Description for Parcel "B"

Date: August 2, 2022

A parcel of land being a portion of the SW 1/4 of Section 23, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3° brass cap marking the South 1/4 corner of said Section 23 (Corner Record no. 200261608) from which, a found 3" brass cap, marking the Center 1/4 corner of said Section 23 (Corner Record no. 9326775), bears North 00°08′15° East, a distance of 2,638.04 feet:

Thence North 89°08′16″ West, coincident with the South line of said Section 23, a distance of 676.54 feet, to the Southeast comer of Parcel 2 as depicted on Record of Survey Inst. No. 2007064473 in the records of Canyon County, the POINT OF BEGINNING:

Thence North 89°08'16" West, continuing coincident with said South line, a distance of 60.00 feet;

Thence North 00°08'15" East, on a line parallel with and 60 feet westerly of the easterly line of said Parcel 2; a distance of 412.28 feet;

Thence North 89°08'16" West, a distance of 586.62 feet, to a point on the West 1/16th line of said Section 23;

Thence North 00°05'25" East, coincident with said West 1/16th line, a distance of 1,860:55 feet, to a point on the north bank of the West End Drain Ditch as depicted on the Record of Survey No. 2009008168 in the records of Canyon County;

Thence along said North bank; South 73°11'55" East, a distance of 642.47 feet, to the beginning of a tangent curve to the left.

Thence along the arc of said curve to the left a distance of 33,47 feet, said curve having a radius of 250.00 feet, a central angle of 07°40'18", and a chord bearing of South 77°02'05' East a distance of 33.45 feet, to the northeast corner of said Parcel 2;

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Thence South 00°08'15" West, coincident with the easterly line of said Parcel 2, a distance of 2,089,35 feet to the POINT OF BEGINNING.

The above described parcel contains 1,168,948 square feet, or 26.84 acres, more or less.

Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this descriptions is Grid North, Idaho State Plane Coordinate System, West Zone. North 00°08'15" East between the South 1/4 and the Center 1/4 corner of said Section 23.

Wayne A. Caudell, P.L.S.

License no: 19748

End of Description









STATE OF IDAHO Office of the secretary of state, Lawerence Denney **CERTIFICATE OF ORGANIZATION LIMITED** LIABILITY COMPANY

Idaho Secretary of State PO Box 83720 Boise, ID 83720-0080 (208) 334-2301 Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0004984279

Date Filed: 11/7/2022 11:24:40 AM

Certificate of Organization Limited Liability Company Select one: Standard, Expedited or Same Day Service (see descriptions below)		Standard (filing fee \$100)		
1. Limited Liability Company Name				
Type of Limited Liability Co	ompany	Limited Liability Company		
Entity name		DEMCO Ventures, LLC		
The complete street address of the principal office is: Principal Office Address		19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607		
3. The mailing address of the princi	pal office is			
Mailing Address		19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607-9058		
4. Registered Agent Name and Add	fress			
Registered Agent I affirm that the registered agent appointed has consented		Registered Agent Drew Urness Physical Address: 19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607 Mailing Address: 19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607-9058		
r amini that the registe	red agent appointed has consented	to serve as registered agent for this entity.		
5. Governors				
Name		Address		
Drew Urness	19560 LOWER PLEASANT F CALDWELL, ID 83607	19560 LOWER PLEASANT RIDGE RD CALDWELL, ID 83607		
Signature of Organizer:				
Drew Urness		11/07/2022		
Sign Here		Date		

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STATE OF IDAHO Office of the secretary of state, Phil McGrane ANNUAL REPORT

Idaho Secretary of State PO Box 83720 Boise, ID 83720-0080 (208) 334-2301 Filing Fee: \$0.00 For Office Use Only

-FILED-

File #: 0005417389

Date Filed: 10/3/2023 8:19:44 AM

Entity Name and Mailing Address:

Entity Name:

The file number of this entity on the records of the Idaho

Secretary of State is:

Address

Pleasant Ridge Property LLC

0005002513

22930 BUSKIRK DR

MIDDLETON, ID 83644-5670

Entity Details:

Entity Status

Active-Existing

IDAHO

This entity is organized under the laws of:

If applicable, the old file number of this entity on the records of

the Idaho Secretary of State was:

The registered agent on record is:

Registered Agent

Noah S Ulam Registered Agent

Physical Address

22930 BUSKIRK DRIVE MIDDLETON, ID 83644

Mailing Address

22930 BUSKIRK DR

MIDDLETON, ID 83644-5670

Limited Liability Company Managers and Members

Name	Title	Business Address
Noah S Ulam	Manager	22930 BUSKIRK DRIVE MIDDLETON, ID 83644

The annual report must be signed by an authorized signer of the entity.

Job Title: Noah Ulam

Noah Ulam

Sign Here

10/03/2023

Date

 \odot

COMMON OWNERSHIP AGREEMENT

THIS COMMON OWNERSHIP AGREEMENT ("Agreement") entered into effective this 31 day leave. 2022 by and between DEMCO Ventures LLC an Idaho limited liability company ("DEMCO") and Pleasant Ridge Property LLC, an Idaho limited liability company ("PLEASANT RIDGE").

Recitals

WHEREAS, DEMCO owns a 50% undivided tenant in common interest in certain real property located in Ada County, Idaho, more particularly described on Exhibit A attached hereto (the "Property")

WHEREAS, PLEASANT RIDGE owns a 50 % undivided tenant in common interest in the Property;

WHEREAS, DEMCO and PLEASANT RIDGE desire to enter into this Agreement to set forth the Owners' agreement as to the ownership, development and sale of the Property (PLEASANT RIDGE and DEMCO are sometimes referred to hereinafter as an "Owner" or collectively the "Owners")

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners hereby agree as follows:

1. Property.

1.1 From and after the Closing Date, the Owners will be all of the owners of the Property, including the land and all of the other improvements, tenements and hereditaments constructed or located thereon or to be constructed or located thereon. The Owners desire to make certain agreements regarding the ownership, of the Property for their common convenience and benefit hereafter.

2. Ownership and Ownership Interests.

2.1 The Owners hereto hereby declare themselves to be tenants-in-common and that their undivided tenants-in-common ownership interests in the Property (their "Ownership Interest(s)") are held as follows:

DEMCO 50%
PLEASANT RIDGE 50%
100.00%

2.2 The Owners hereto intend and agree to make an I.R.C. §761(a) election to be excluded from the application of all of subchapter "k" of the Internal Revenue Code and to have their interests treated for tax and all other purposes as tenants-in-common and not as a partnership or an association taxable as a corporation.

3. Transfers.

Except as otherwise provided in this Agreement, due to the nature and complexity of the ownership of the Property, it is agreed that no Owner shall have the right to sell, gift, encumber,

hypothecate, exchange or otherwise dispose of all or any portion of such Owner's interest in the Property without the express written consent of Owners owning at least a 51% interest in the Property, the other Owners. The Owners may condition any transfer upon such terms as it considers reasonable. Each Owner hereby acknowledges the reasonableness of the restrictions on disposition imposed by this Agreement in view of the purposes of this Agreement and the relationship of the Owners. Accordingly, the restrictions on disposition contained herein shall be specifically enforceable. The Owners hereby waive the right to seek a partition of their respective tenants-in-common ownership interests in the Property.

Indemnification.

Each Owner agrees to protect, defend, indemnify and hold harmless the other Owner, its successors and assigns, from and against any and all obligations, costs, expense and liability, including without limitation, all reasonable attorneys' fees and court costs arising out of any claim or lien upon the title to the Property as a result of any act or omission on the part of such Owner, or which attach to the other Owner's interest in the Property through such Owner's record title.

5. Income, Expenses, Distributions and Accounting.

5.1 The Owners shall each pay their share of all expenses related to the Property including but not limited to taxes; insurance, utilities and in the following percentages:

DEMCO:

50%

PLEASANT RIDGE 50%

In the event either Owner fails to pay its share of expenses related to the Property ("Defaulting Owner"), the other Owner (the "Curing Owner") may pay the same on account of the Defaulting Owner, and the Defaulting Owner shall immediately pay such sums to the Curing Owner, as well as twelve percent interest on account thereof.

Distributions of cash generated by the Property shall be made only with the consent of the Owners of at least 51% undivided interest in the Property. Notwithstanding the foregoing, the Owners agree use good faith to consent to distributions equal to tax liabilities incurred by the Owners related to the Property, to the extent sufficient funds exist to pay the same after taking into consideration all cash on hand relative to the anticipated upcoming income and expenses. Further, in the event of a sale of the Property, a distribution of the proceeds of such sale, less all liabilities remaining, and reasonable reserve (both as determined by the Owners of at least an 51% undivided interest in the Property) shall be made, within thirty days of the sale of the Property.

6. Expenditures, Alterations and Improvements to the Property

No expenditures related to the Property in excess of \$5,000 shall be made related to the Property, no alterations or improvements shall be made to the Property, and no leases or other encumbrance shall be entered into regarding the Property without the consent of the Owners of at least an 51% undivided interest in the Property.

7. General

- 7.1 <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of the Owners and their respective heirs, legal representatives, successors and assigns.
- 7.2 <u>Headings</u>. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.
- 7.3 <u>Interpretation</u>. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.
- 7.4 Notice. All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, U.S. Mail, certified, return receipt requested, or other reliable delivery service such as Federal Express or UPS, postage or delivery charges prepaid, addressed to the appropriate party.

All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earliest of any of the following: (a) the date of delivery of the notice or other document as shown on the return receipt; (b) the date of receipt of the notice or other document by the person or entity to whom it was addressed; or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earliest of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

- 7.5 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.
- 7.6 Additional Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the Owners, they each hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered from time to time, any and all such further acts, deeds and assurances as the Owners may reasonably require to consummate the transaction contemplated hereunder and to carry out the intent and terms of the agreements of the Owners.
- 7.7 ldaho Law. This Agreement shall be construed under and in accordance with the laws of the State of Idaho as a contract between residents and domiciliaries of the State of Idaho and as an agreement and contract to be performed entirely within the State of Idaho.
- 7.8 <u>Severability</u>. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - 7.9 Time of Essence. Time is of the essence of this Agreement.
- 7.10 Attorneys' Fees. Except as otherwise provided herein, should either Owner employ an attorney or attorneys to enforce or interpret any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of

this Agreement, the non-prevailing Owner shall pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

- 7.11 No Joint Venture or Partnership. The Owners' rights hereunder derive from and shall be consistent with their tenants-in-common ownership in the Property and it is specifically agreed and intended that no joint venture, partnership, corporation or other similar legal or taxable arrangement shall be created by the terms hereof or the actions of the Owners and each Owner covenants that it shall not hold the Owners out as partners or as the agent of the other.
- 7.12 <u>Memorandum of Agreement</u>. The Owners shall execute and record a Memorandum of Agreement setting forth the relevant material terms of this Agreement in the real property records of Ada County, Idaho, to provide constructive notice of the terms hereof to third parties. [end of text]

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the Owners have caused this Agreement to be executed the day and year first above written.

DEMCO:

DEMCO Ventures, LLC an Idaho limited liability company

Trew Urness

Its: Member/Manager

PLEASANT RIDGE:

PLEASANT RIDGE PROPERTY LLC an Idaho limited liability company

By: Noah Ulam Its: Member/ Manager

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY



Legal Description for Parcel "A"

Date: August 2, 2022

A parcel of land being a portion of the SW 1/4 of Section 23, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3" brass cap marking the South 1/4 corner of said Section 23 (Corner Record no. 200261608) from which, a found 3" brass cap, marking the Center 1/4 corner of said Section 23 (Corner Record no. 9326775), bears North 00°08'15" East, a distance of 2,638.04 feet also being the POINT OF BEGINNING;

Thence North 89°08'16" West, coincident with the south line of said Section 23, a distance of 70.00 feet;

Thence North 00°08'15" East, on a line parallel with and 70 feet westerly of the North-South Center Section line of said Section 23, a distance of 399,13 feet:

Therice North 89°08'16" West, a distance of 608.54 to a point on the west line of Parcel 1, as depicted on Record of Survey No. 2007064473, in the records of Canyon County;

Thence North 00°08'15" East, coincident with said west line, a distance of 1,690.22 feet to the beginning of a non-tangent curve to the left, also being a point on the north bank of the West End Drain Ditch, as depicted on Record of Survey no. 2009008168, in the records of Canyon County;

Thence along the arc of said curve to the left a distance of 33.26 feet, said curve having a radius of 250.00 feet, a central angle of 07°37'25" and a chord bearing of South 84°40'56" East, a distance of 33.24 feet, along the north bank of said West End Drain Ditch:

Thence continuing along said north bank, South 88°29'38" East, a distance of 643.57 feet, to a point on the north-south Center Section line of said Section 23;

Thence South 00°08'15" West, coincident with said north-south Center Section line a distance of 2,079.53 feet to the POINT OF BEGINNING:

690 S. Industry Way, Ste 10 - Meridian, ID 83642 - T 208.342.5400 - F 208.342.5353 - www.NV5.com



The above described parcel contains 1,167,308 square feet, or 26.80 acres, more or less.

Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this description is Grid North, Idaho State Plane Coordinate System, West Zone. North 00°08'15" East between the South 1/4 and the Center 1/4 corner of said Section 23.

Wayne A. Caudell, P.LS.

License no. 19748

End of Description



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Legal Description for Parcel "B"

Date: August 2, 2022

A parcel of land being a portion of the SW 1/4 of Section 23, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho, and being more particularly described as follows:

COMMENCING at a found 3" brass cap marking the South 1/4 corner of said Section 23 (Corner Record no. 200261608) from which, a found 3" brass cap, marking the Center 1/4 corner of said Section 23 (Corner Record no. 9326775), bears North 00°08'15" East, a distance of 2,638.04 feet;

Thence North 89°08'16" West, coincident with the South line of said Section 23, a distance of 676.54 feet, to the Southeast corner of Parcel 2 as depicted on Record of Survey Inst. No. 2007064473 in the records of Canyon County, the **POINT OF BEGINNING**:

Thence North 89°08'16" West, continuing coincident with said South line, a distance of 60.00 feet:

Thence North 00°08'15" East, on a line parallel with and 60 feet westerly of the easterly line of said Parcel 2, a distance of 412.28 feet;

Thence North 89°08'16" West, a distance of 586.62 feet, to a point on the West 1/16th line of said Section 23;

Thence North 00°05'25" East, coincident with said West 1/16th line, a distance of 1,860.55 feet, to a point on the north bank of the West End Drain Ditch as depicted on the Record of Survey No. 2009008168 in the records of Canyon County;

Thence along said North bank, South 73°11'55" East, a distance of 642.47 feet, to the beginning of a tangent curve to the left.

Thence along the arc of said curve to the left a distance of 33.47 feet, said curve having a radius of 250.00 feet, a central angle of 07°40'18", and a chord bearing of South 77°02'05" East a distance of 33.45 feet, to the northeast corner of said Parcel 2;

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Thence South 00°08'15" West, coincident with the easterly line of said Parcel 2, a distance of 2,089.35 feet to the POINT OF BEGINNING.

The above described parcel contains 1,168,948 square feet, or 26.84 acres, more or less.

Together with and subject to covenants, easements, rights of ways and restrictions of record.

The basis of bearings for this descriptions is Grid North, Idaho State Plane Coordinate System, West Zone. North 00°08'15" East between the South 1/4 and the Center 1/4 corner of said Section 23.

Wayne A. Caudell, P.L.S.

License no. 19748

End of 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: 83412

Date:

8/26/2024

Date Created: 8/26/2024

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Drew Urness - DEMCO Ventures, LLC

Comments: SD2024-0009 and RD2024-0021

Site Address: 0 LOWER PLEASANT RIDGE RD, Caldwell ID 83607 / Parcel Number: 36371010 0

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Preliminary Plat (Including Irrigation, Drainage, Grading Plans)	SD2024-0009	\$1,550.00	\$0.00	\$0.00
Planning - Preliminary Plat Additional Per Lot Fee (Per Application)	SD2024-0009	\$310.00	\$0.00	\$0.00
Planning - Preliminary Plat Additional City Impact Area Fee	SD2024-0009	\$100.00	\$0.00	\$0.00
Planning - Multiple Director Decisions without Notification on Single Application	RD2024-0021	\$80.00	\$0.00	\$0.00

Sub Total: \$2,040.00

Sales Tax:

\$0.00

\$0.00

Total Charges: \$2,040.00

PAYMENTS

Type of Payment: **Check/Ref Number: Amount:**

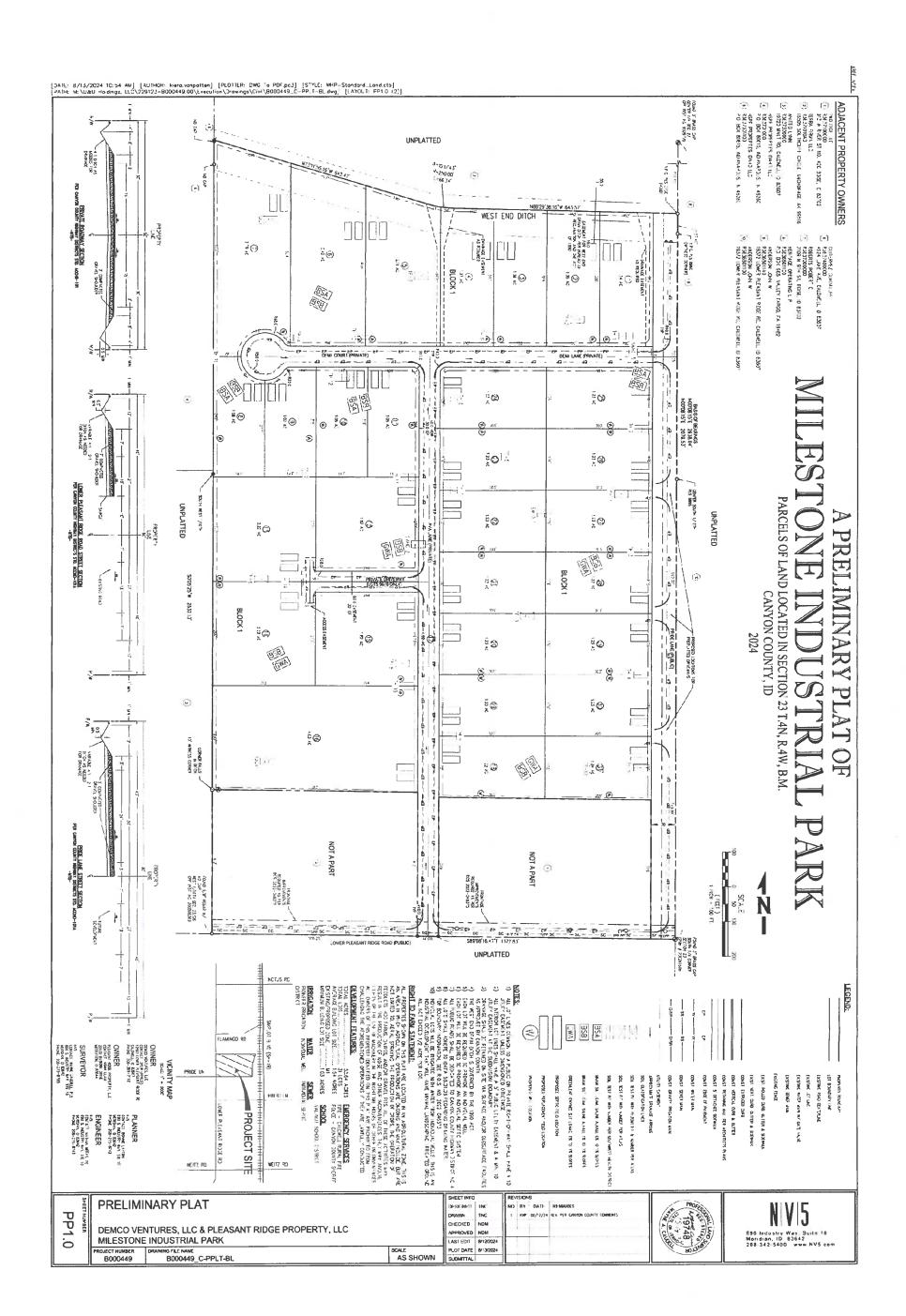
Credit Card 161686014 \$2,040.00

> **Total Payments:** \$2,040.00

ADJUSTMENTS

Receipt Balance:

Issued By: pdilbeck



AS SHOWN

B000449

B000449_C-PPLT-BL