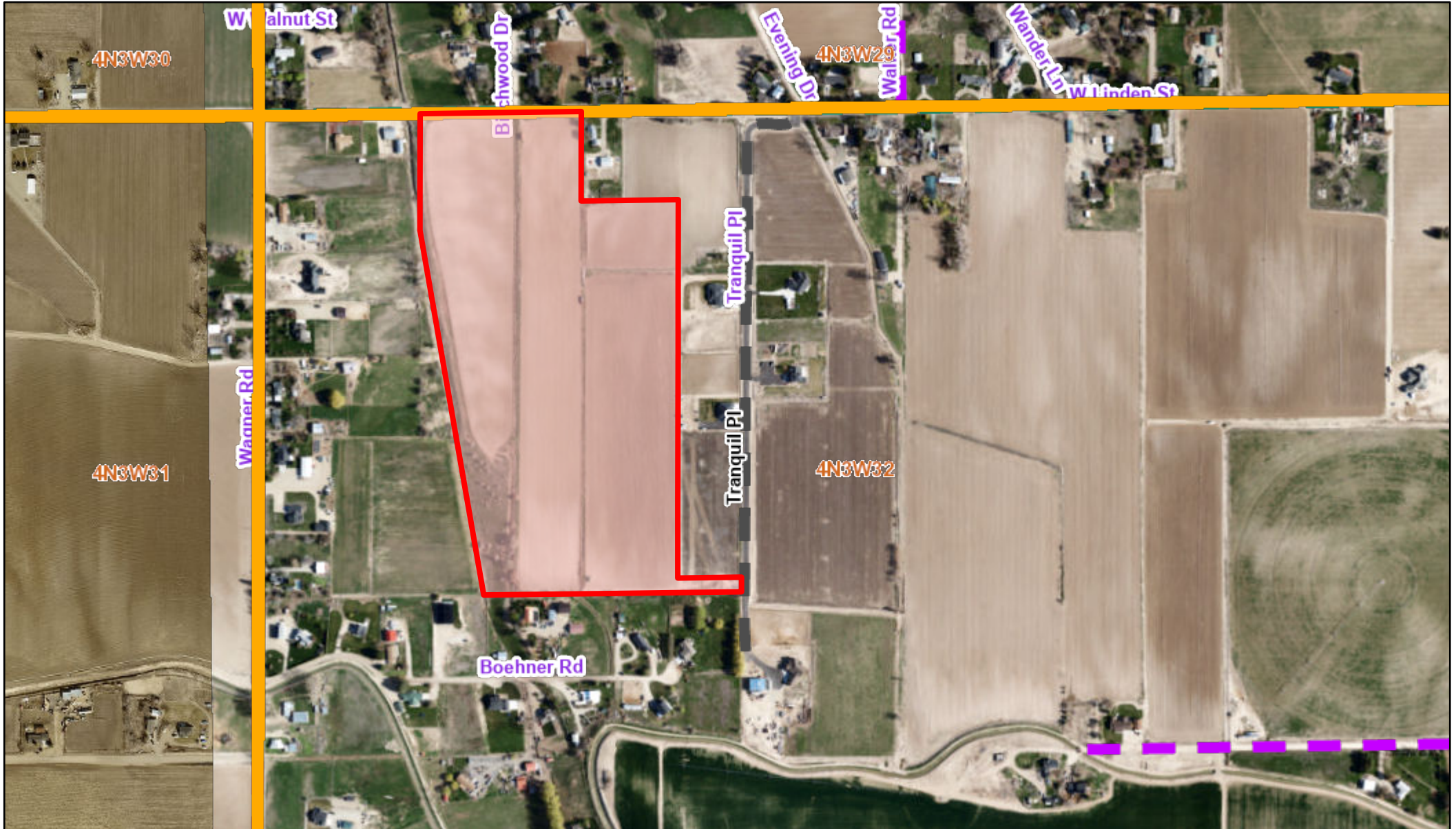
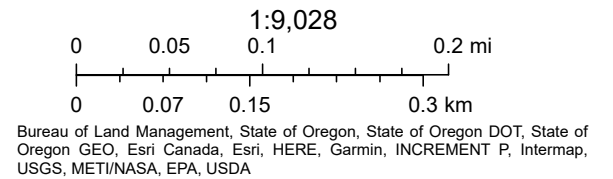


Canyon County, ID Web Map



2/13/2025, 9:50:57 AM

- Multiple Parcel Search_Query result
- Sections
- County Boundary
- Current Impact Area
- City Limits
- Minor Arterial
- CC_PrivateRoads
- Major Collector
- Urban_2023
- Red: Red
- Green: Green
- Blue: Blue
- Red: Band_1
- Green: Band_2
- Imagery_2022





DEVELOPMENT AGREEMENT MODIFICATION PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: CS2. LLC, Cory Swain	
	MAILING ADDRESS: 3363 E Presidential Drive, Suite 201, Meridian, ID 83642	
	PHONE: [REDACTED]	EMAIL: [REDACTED]
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.		
Signature:		Date: 2/4/2025

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: Elwin T. Butler	
	COMPANY NAME: Matrix Engineering, Inc.	
	MAILING ADDRESS: PO Box, 683, Middleton, ID 83644	
	PHONE: [REDACTED]	EMAIL: [REDACTED]

SITE INFO	STREET ADDRESS: 0 Linden Road, Caldwell	
	PARCEL NUMBER: R35590	
	PARCEL SIZE: 40.84 Acres	
	DEVELOPMENT AGREEMENT NO.: 23-136	
	FLOOD ZONE (YES/NO): No	ZONING DISTRICT: CR-RR

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	RZ2021-0047-MOD	DATE RECEIVED:	2-12-25		
RECEIVED BY:	M. Beamon	APPLICATION FEE:	750.00		
		CK	MO	CC	CASH



DEVELOPMENT AGREEMENT MODIFICATION

PUBLIC HEARING - CHECKLIST

DEVELOPMENT AGREEMENT MODIFICATION CCZO Section 07-06-07(7)F

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	X
Letter of Intent (see standards on next page)	X	X
Site Plan (if necessary; see standards on next page)	X	X
Draft Updated Development Agreement Changes	X	X
Neighborhood Meeting form completed/signed	X	X
Deed or evidence of property interest to the subject property	X	X
Proof of application/communication with (varies per application):		
Southwest District Health	X	X
Irrigation District	X	X
Fire District	X	X
Highway District/ Idaho Transportation Dept.	X	X
Area of City Impact	X	X
Fee: \$750.00		
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.

Alyson Meadows Subdivision Development Agreement Modification Application

Canyon County, Idaho

Project Site: 0 Linden Road
Parcel Number R35590



Prepared for:
CS2, LLC, Cory Swain.
3363 E. Presidential Drive, Suite 210
Meridian, ID 83642

Prepared by:
Matix Engineering, Inc.

MATRIX ENGINEERING, INC.
*(mā'triks') the point from which
something originates or develops*

1020 W. Main Street ■ Suite 100J ■ Boise, ID 83702 ■ 208.860.3127
Doug Unger, P.E., Elwin T. Butler, P.E.

Date: February 4, 2025

DOCUMENT LIST

MASTER APPLICATION (1 PAGE)

LETTER OF INTENT (2 PAGES)

PLAN OF ACTION (2 PAGES)

SITE PLAN(1 PAGE)

NEIGHBORHOOD MEETING INCLUDING;

SUMMARY (1 PAGE)

NEIGHBOR NOTIFICATION (1 PAGE)

SIGN UP SHEET (1 PAGE)

NEIGHBORHOOD MEETING CERTIFICATION (1 PAGE)

LIST OF NAMES NOTIFIED (3 PAGES)

AFFIDAVIT OF LEGAL INTEREST (1 PAGE)

AGENCY PROOF OF APPLICATION/COMMUNICATION (19 PAGES)



1020 W. Main Street ■ Suite 100J ■ Boise, ID 83702 ■ 208.860.3127
Doug Unger, P.E. Elwin T. Butler, PE

Date: January 30, 2025

TO: Development Services, Canyon County
111 North 11th Ave. Suite 140
Caldwell, ID 83605
C/O Michelle Barron
michelle.barron@canyoncounty.id.gov

From: Matrix Engineering Inc.
Elwin T Butler, PE
208 739-8668
ebutler@mat-eng.com

Re: Case# SD2021-0039, Alyson Meadows, Development Agreement Modification
Letter of Intent

To Whom It May Concern,

This letter is to request an amendment to the Alyson Meadows Development Agreement, 23-136.

Canyon County Planning and Zoning Commission recommends approval of the Preliminary Plat, SD2021-0039, Alyson Meadows. One of the Conditions of Approval is that "City of Caldwell requirements for this plat will be waived." See FCOS, Item 6, Conditions of Approval.

During the Board of Canyon County Commission Hearing, November 19, 2024, the Board of County Commission determined that the Development Agreement would have to be modified to follow the recommendation of the County Planning and Zoning Commission. This Application is to modify Item 3, Conditions of Approval, Exhibit B, Development Agreement, 23-136.

Item 3 currently reads, "The Applicant will comply with the proposed conditions of the City of Caldwell Engineering and the Director of the City of Caldwell Planning and Zoning Department letters as seen in Exhibit D. Attachment 7f and 7g with the exception of the requirement connecting to the Public Water System, which is waived."

The amended condition, as stated in the Item 6, Conditions of Approval, Exhibit VI, Board of County Commissioners, Alyson Meadows Subdivision Preliminary Plat, SD2021-0039, would read, "**The City of Caldwell requirements for this plat will be waived.**"

The Applicant has followed the Development Agreement Modification process as understood with the following steps:

1. Neighborhood Meeting: A list from the County of all neighbors within 600 feet of the property was obtained, notification was sent out to the neighbors about the Neighborhood Meeting, and a Neighborhood Meeting in a public place on December 16th, 2024 was held. The notification, sign in sheet, Signed Certification are included.

2. Agency Notification: Agencies have been notified of this Development Agreement Modification identified on the Agency Acknowledgment and three of five signatures were received back from the five agencies. Proof of Notification, Notification Letters and Acknowledgement Signatures are included.

A draft of the modification is stated above in paragraphs 4 and 5 meeting the requirement of CCZO Section 07-06-07(7)F).

This modification does not significantly alter the original decision of Development Agreement 23-136. The DA specified 18 buildable, 2-acre lots served by individual wells and septic systems. In that Caldwell City Water was not available, fire protection for each lot remains unchanged from the original Development Agreement. The modification to the Development Agreement will not change the number of lots or services available, Alyson Meadows will consist of 18 buildable, 2-acre lots served by individual wells and septic systems. A full discussion has been presented to the Board of the County Commissioners, see Exhibit VIIa, Staff Report, November 19, 2024, Hearing. This demonstrates that the number of residential lots, size of residential lots, and services to each lot will not change, demonstrating CCZO Section 07-06-07(7)A).

Development Agreement 23-136 is currently active and will remain active per CCZO Section 07-06-07(4). This modification will not change the activity of this document. The owner intends to comply with this agreement. To allow the Owner to comply with both the recommended conditions of approval, as referred to above and Development Agreement 23-136, this modification is required. This Development Agreement Modification also allows this development to comply with surrounding land uses.

Sincerely,
Elwin Butler, PE
Matrix Engineering, Inc.

MATRIX ENGINEERING, INC.
(mā'triks') the point from which something originates or develops

1020 W. Main Street ■ Suite 100J ■ Boise, ID 83702 ■ 208.860.3127
Doug Unger, P.E. Elwin T. Butler, PE

Date: February 4, 2025

TO: Development Services, Canyon County
111 North 11th Ave. Suite 140
Caldwell, ID 83605
C/O Michelle Barron
michelle.barron@canyoncounty.id.gov

From: Matrix Engineering Inc.
Elwin T Butler, PE
208 739-8668
ebutler@mat-eng.com

Re: Case# SD2021-0039, Alyson Meadows Subdivision, Owner: CS2, LLC
Development Agreement Amendment

Plan of Action

In adherence to Canyon County Development Services – Development Agreement Modification Public Hearing Checklist this Plan of Action provides the outline related to the construction and marketing of the Alyson Meadows Subdivision, a residential subdivision consisting of eighteen 2 acre lots. The property owner is CS2, LLC. While development and construction objectives have not changed from the original plat submittal, the project timeline has been amended. It is the intent of the Alyson Meadows Subdivision owner to complete construction as soon as the Preliminary Plat and Construction Plans are approved. Construction plans have been prepared and are awaiting submitting to Canyon County Development Services upon approval of the preliminary plat by the Board of County Commissioners.

Begin of Operations:

The project owner, CS2, LLC, anticipates starting construction in June, 2025.

Hours of Operation:

It is anticipated that the hours of operation will be between 7:00 AM to 5:00 PM, Monday - Friday.

Noise Levels:

Noise levels will be within the County requirements. Construction activity will employ traditional earthwork construction equipment associated with a buried irrigation pipe utility, roadway construction, and residential home construction. These operations will be completed by contractors with public works and residential construction licenses. All equipment shall meet OSHA noise requirements. Blasting or other high noise level operations will not be employed on this project.

Dust Levels:

Owner will require Contractors to use an approved dust control plan. Water trucks or other sprinkling means will be required on site during construction.

Water Quality:

Owner will require Contractors to work within the storm water pollution prevention plan (SWPPP), which will identify and eliminate sources of stormwater and erosion during construction of the Alyson Meadows Subdivision. The SWPPP will outline means to protect existing drains and irrigation ditches from contamination of sediment. Dewatering on the construction site is not anticipated to be required (no high groundwater exist).

Raw Material Delivery:

Materials associated with the construction of the Alyson Meadows Subdivision will consist of pipe for the buried irrigation utility, pump/mechanical equipment for the pressure irrigation pump station, aggregate, gravel and asphalt for roadway construction, and the buried lines related to Idaho Power joint trench construction. These materials will be delivered to the project site via truck from local suppliers. Asphalt, aggregate, and gravel for roadway paving will be provided by local plant mix sources in the Valley. The travel path for these materials is on public paved roads, without any load limit concerns for delivery of the required construction materials.

Finished Product and Marketing:

- An internal private roadway, named Birchwood Lane, will be constructed per Canyon County Highway District standards to provide access to each residential lot in the Alyson Meadows Subdivision. The location of residential driveways from Birchwood Lane to provide access to each lot will be determined at the time of building permit is submitted. Each driveway will be required to install a culvert along the private roadside swale in order to maintain stormwater drainage function.
- Permits for on-site domestic water wells and septic systems will be applied for and obtained from Southwest District Health Department at the time each building permits is administered. The location of the domestic wells and septic system will be determined at the time the home is sited on each residential lot. Earthwork grading of the residential properties is not anticipated due to topographic layout of the property. The roadway design and vertical alignment general match the grade of the residential parcels.
- A pressure irrigation system will be constructed to provide irrigation water supply to each of the 18 residential lots.

Site Improvements, Public and Privat Facilities, Public Amenities, and Infrastructure:

Improvements will include:

1. Development of 18 residential two acre lots.
2. Paved private roadway, Birchwood Lane, will be access to each lot from Linden Road.
3. Storm drainage improvements for Birchwood Lane involve roadway swales which will infiltrate storm water into site soils
4. On-site domestic water well and septic system will be required for each of the 18 residential lots.
5. Pressurized irrigation system to each Alyson Meadows lot. This includes a pumping station, buried pipelines, service connections, and irrigation control headgates.
6. Joint trench, administered by Idaho Power, will provide buried power, broadband, and associated utilities to each lot in the Alyson Meadows Subdivision.
7. Linden Road will be widened along the frontage of the Alyson Meadows Subdivision. Improvements will include roadway widening, a 20-foot buffer, landscape improvements, and storm drainage modifications associated with the roadway widening.
8. Tiled gravity irrigation pipe providing irrigation water to Pleasant Ridge Subdivision, north of Linden Road, maintain function of existing systems.

PRELIMINARY PLAT

ALYSON MEADOWS SUBDIVISION

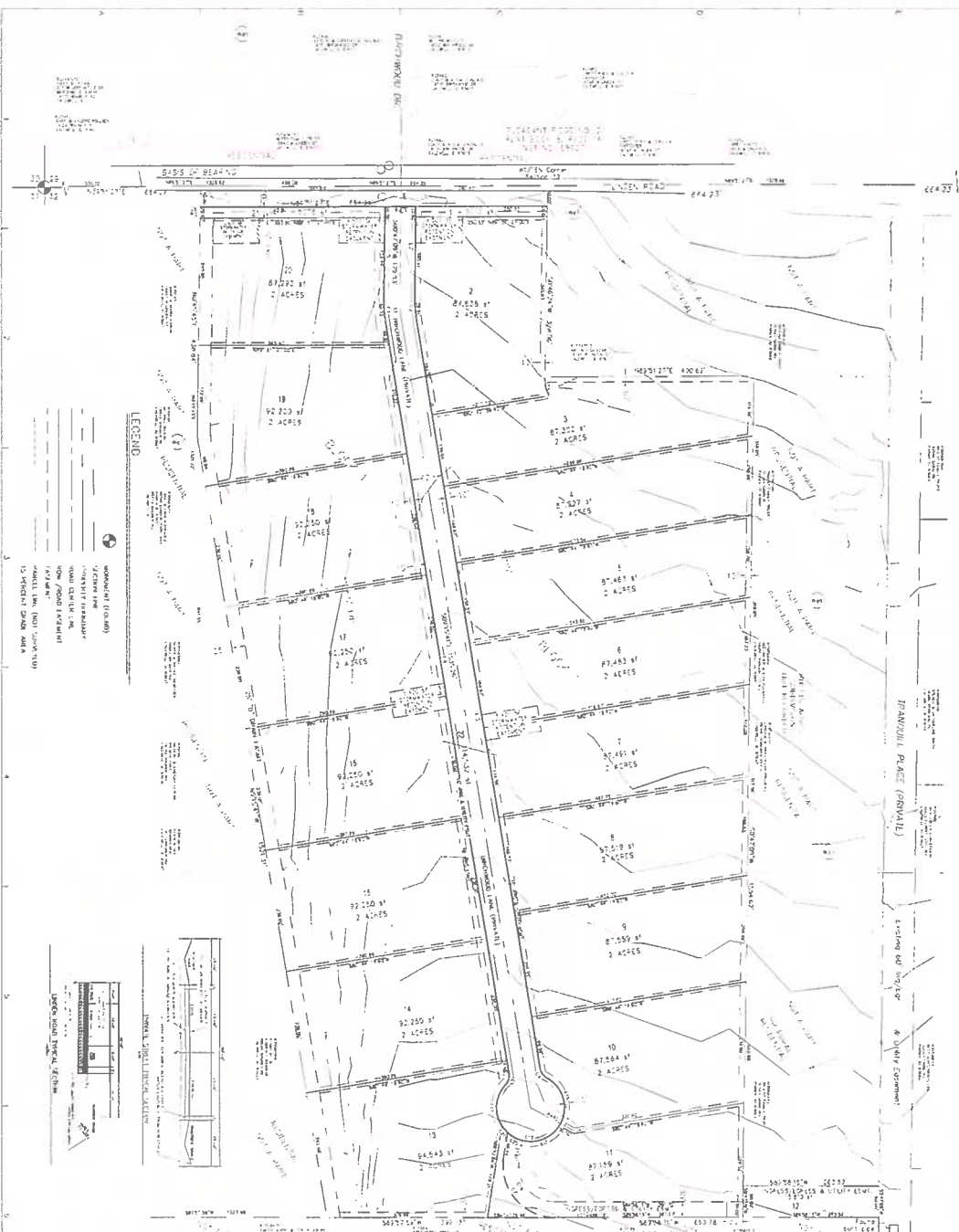
NW 1/4 SECTION 32, T4N, R3W, BM

CANYON COUNTY, IDAHO 2024

OWNER: CS2, LLC
 3363 E. PRESIDENTIAL DRIVE
 MERIDIAN, IDAHO 83642
 (208) 274-2553
 (208) 681-5028

PREPARED BY: MATRIX ENGINEERING, INC.
 1000 N. 10TH ST., SUITE 100
 BOISE, IDAHO 83702
 (208) 455-0023
 www.matrixeng.com

DATE: 12/16/2024



LEGEND

- BOUNDARY LINE
- EASEMENT LINE
- ROAD CENTER LINE
- UTILITY LINE
- MONUMENT
- ADJACENT LAND
- SURVEY DATA

DETAILED DATA - ALL LOTS

LOT #	ACRES	AREA (SQ FT)	PERCENT
1	0.2500	10,890	0.2500
2	0.2500	10,890	0.2500
3	0.2500	10,890	0.2500
4	0.2500	10,890	0.2500
5	0.2500	10,890	0.2500
6	0.2500	10,890	0.2500
7	0.2500	10,890	0.2500
8	0.2500	10,890	0.2500
9	0.2500	10,890	0.2500
10	0.2500	10,890	0.2500
11	0.2500	10,890	0.2500
12	0.2500	10,890	0.2500
13	0.2500	10,890	0.2500
14	0.2500	10,890	0.2500
15	0.2500	10,890	0.2500
16	0.2500	10,890	0.2500
17	0.2500	10,890	0.2500
18	0.2500	10,890	0.2500
19	0.2500	10,890	0.2500
20	0.2500	10,890	0.2500

CURVE LABEL

STATION	CHORD BEARING	CHORD DISTANCE	ARC DISTANCE	ANGLE
1+00.00	S 89° 58' 00" W	100.00	100.00	90.00
1+10.00	S 89° 58' 00" W	100.00	100.00	90.00
1+20.00	S 89° 58' 00" W	100.00	100.00	90.00
1+30.00	S 89° 58' 00" W	100.00	100.00	90.00
1+40.00	S 89° 58' 00" W	100.00	100.00	90.00
1+50.00	S 89° 58' 00" W	100.00	100.00	90.00
2+00.00	S 89° 58' 00" W	100.00	100.00	90.00
2+10.00	S 89° 58' 00" W	100.00	100.00	90.00
2+20.00	S 89° 58' 00" W	100.00	100.00	90.00
2+30.00	S 89° 58' 00" W	100.00	100.00	90.00
2+40.00	S 89° 58' 00" W	100.00	100.00	90.00
2+50.00	S 89° 58' 00" W	100.00	100.00	90.00
3+00.00	S 89° 58' 00" W	100.00	100.00	90.00
3+10.00	S 89° 58' 00" W	100.00	100.00	90.00
3+20.00	S 89° 58' 00" W	100.00	100.00	90.00
3+30.00	S 89° 58' 00" W	100.00	100.00	90.00
3+40.00	S 89° 58' 00" W	100.00	100.00	90.00
3+50.00	S 89° 58' 00" W	100.00	100.00	90.00
4+00.00	S 89° 58' 00" W	100.00	100.00	90.00
4+10.00	S 89° 58' 00" W	100.00	100.00	90.00
4+20.00	S 89° 58' 00" W	100.00	100.00	90.00
4+30.00	S 89° 58' 00" W	100.00	100.00	90.00
4+40.00	S 89° 58' 00" W	100.00	100.00	90.00
4+50.00	S 89° 58' 00" W	100.00	100.00	90.00



PRELIMINARY PLAT

THE FOLLOWING NOTES, WHEN READ IN CONNECTION WITH THE PRELIMINARY PLAT, SHALL BE CONSIDERED PART OF THE PLAT AND SHALL BE GIVEN THE SAME WEIGHT AS THE PLAT ITSELF.

- 1) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 2) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 3) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 4) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 5) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
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- 8) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 9) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 10) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 11) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 12) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 13) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 14) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.
- 15) THE BOUNDARIES OF THE LOTS SHOWN ON THIS PLAT ARE BASED ON THE SURVEY DATA PROVIDED BY THE OWNER AND THE SURVEYOR.

<p>ALYSON MEADOWS SUBDIVISION</p> <p>PARCEL R35590</p> <p>CANYON COUNTY, ID</p>	<p>CS2, LLC</p> <p>3363 E. PRESIDENTIAL DRIVE</p> <p>MERIDIAN, ID 83642</p> <p>PARCEL R35590</p>	<p>DATE: 12/16/2024</p> <p>BY: [Signature]</p> <p>SCALE: 1" = 100'</p>	<p>MATRIX ENGINEERING, INC.</p> <p>1000 N. 10TH ST., SUITE 100</p> <p>BOISE, IDAHO 83702</p> <p>(208) 455-0023</p>
<p>UNIT: SQ-FT</p> <p>DATE: 12/16/2024</p> <p>PP100</p>			



1020 W. Main Street ■ Suite 100J ■ Boise, ID 83702 ■ 208.860.3127
Doug Unger, P.E. Elwin T. Butler, PE

Date: December 20, 2024

TO: Development Services, Canyon County
111 North 11th Ave. Suite 140
Caldwell, ID 83605
C/O Michelle Barron
michelle.barron@canyoncounty.id.gov

From: Matrix Engineering Inc.
Elwin T Butler, PE
208 739-8668
ebutler@mat-eng.com

Re: Case# SD2021-0039, Alyson Meadows, Development Agreement Amendment,
Neighborhood Meeting Summary

To Whom It May Concern,

One of the necessary requirements to modify Development Agreement 23-136, prior to submission, is to hold a "Neighborhood Meeting" and provide information to our surrounding neighbors about our application; Canyon County Zoning Ordinance § 07-01-15. This meeting for our surrounding neighbors was only for informational purposes. We requested feedback from our neighbors.

This meeting was held December 16, 2024, from 6:00 to 7:30 PM at the Caldwell Public Library, Dean E Miller Community Room, 1010 Dearborn Street, Caldwell, ID 83605. This allowed a warm public meeting area. The Preliminary Plat, and the Engineering Concept maps were displayed at the meeting.

Canyon County Planning and Zoning Commission recommends approval of the Preliminary Plat, SD2021-0039, Alyson Meadows. One of the Conditions of Approval is that "City of Caldwell requirements for this plat will be waived." See FCOS, Item 6, Conditions of Approval.

During the neighborhood meeting, the neighbors are united in making the change to Development Agreement 23-136, waiving all City of Caldwell development requirements.

Meeting discussions centered around irrigation distribution and eliminating the cross connection between the two private roads, Tranquill Place serving Retts Acres and Birchwood Lane serving Alyson Meadows.

To the best of my knowledge all public meeting rules for this neighborhood meeting were followed.

Sincerely,
Elwin Butler, PE
Matrix Engineering, Inc.



Canyon County Development Services
 111 North 11th Avenue, #310
 Caldwell, Idaho 83605
 www.canyoncounty.id.gov
 208-454-7458

AFFIDAVIT OF LEGAL INTEREST

I, Cory Swain / CSZ LLC, 3363 E. The N. Central Dr Ste 210
 (name) (address) Murdan, ID 83602
Murdan, Idaho 83602
 (city) (state) (zip code)

being first duly sworn upon oath, depose and say:

1. That I am the owner of record of the property described on the attached application and I grant my permission to

Matrix Engineering, ELwin Butler
 (name) (address)

to submit the accompanying application pertaining to the subject property.

2. I agree to indemnify, defend and hold Canyon County and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

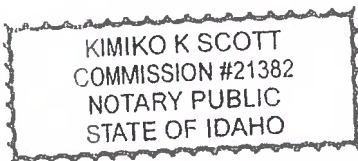
Dated this 3rd day of December, 2024
 X [Signature]
 (signature)

STATE OF IDAHO)

ss

COUNTY OF CANYON)

On this 3 day of December, in the year 2024, before me Kimiko Scott,
 a notary public, personally appeared Cory Swain, personally known
 to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that
 he/she executed the same.



Notary: [Signature]

My Commission Expires: 05/14/2030

MATRIX ENGINEERING, INC.
*(mā'triks') the point from which
something originates or develops*

1020 W. Main Street ■ Suite 100J ■ Boise, ID 83702 ■ 208.860.3127
Doug Unger, P.E. Elwin T. Butler, PE

Date: October 30, 2024

TO: City of Caldwell Planning and Zoning Department
Robin Collins, PCED, CBO Director
205 S 6yh Ave. 2nd Floor
Caldwell, ID 83605
rcollins@cityofcaldwell.org

From: Matrix Engineering
Elwin T Butler, PE
208 739-8668

Re: Case# SD2021-0039, Alyson Meadows, Preliminary Plat

To Whom It May Concern,

Canyon County requested that I draft a letter to the City of Caldwell. Canyon County Planning and Zoning Commission recommends approval of the Preliminary Plat, SD2021-0039, Alyson Meadows. One of the Conditions of Approval is that "City of Caldwell requirements for this plat will be waived." See enclosed FCOS, Item 6, Conditions of Approval.

Based on the location of this property, it is highly unlikely that this property will become contiguous to City limits and be eligible for annexation per Idaho Statutes, Title 50, Municipal Corporations, Chapter 2, 50-222, Annexation by Cities. This code states that "subject land is contiguous to or surrounded by the city..." Based on current rural development, the subject land is surrounded by rural 5-acre residential county lots. See the Site Map Located on Page 2.

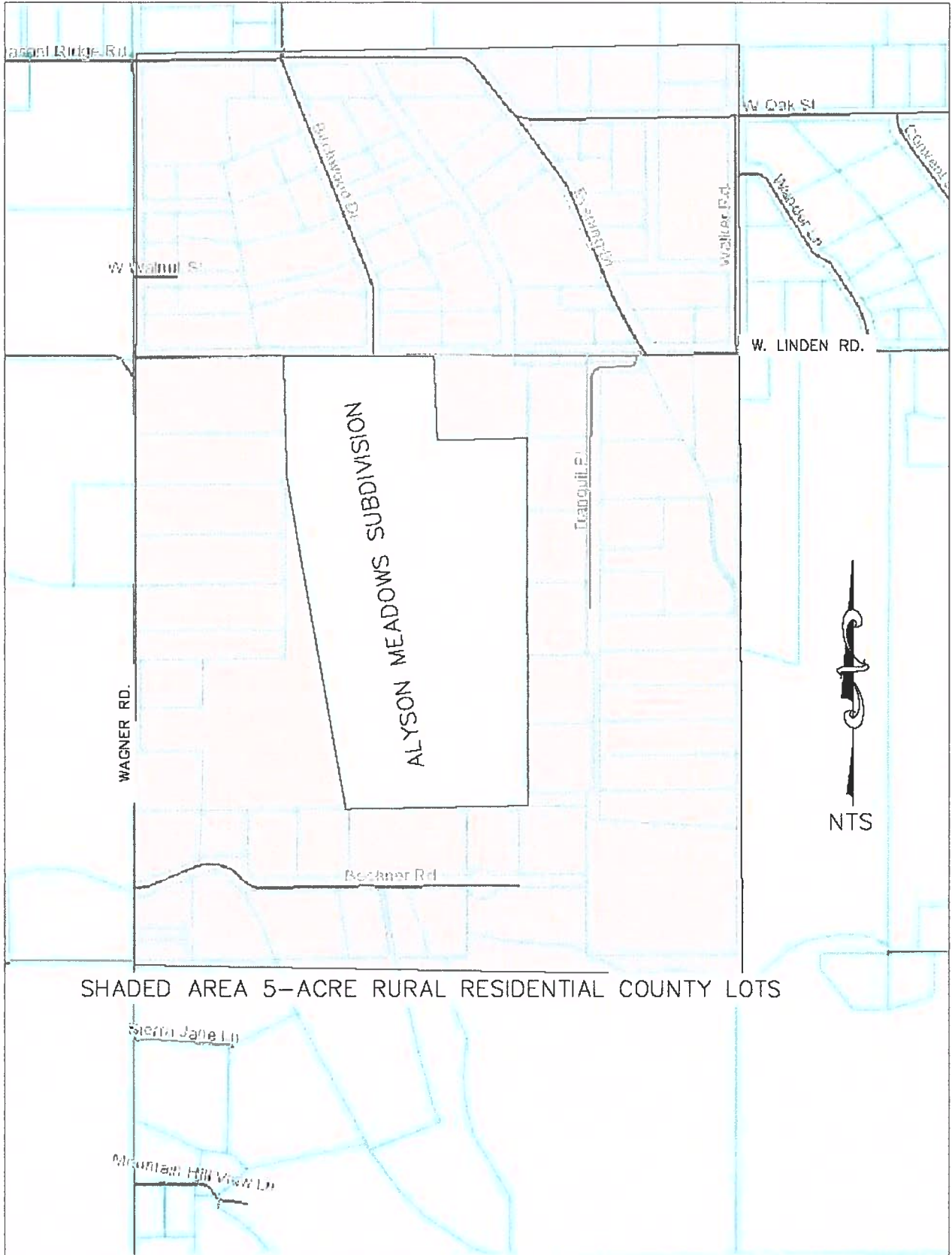
Alyson Meadows supports Canyon County Planning and Zoning Conditions of Approval of September 5, 2024.

Thank you,
Elwin

Elwin T. Butler, PE
208 739-8668
Matix Engineering, Inc.

cc. Michelle Barron, michelle.barron@canyoncounty.id.gov

SITE MAP





Planning and Zoning Commission
Alyson Meadows Subdivision Preliminary Plat SD2021-0039

FINDINGS, CONCLUSIONS LAW, AND ORDER

Findings of Fact

1. The applicant, Cory Swain, CS2, LLC and representative Elwin Butler, PE, are requesting approval of a preliminary plat and irrigation plan for the Alyson Meadows Subdivision. This proposed subdivision will consist eighteen (18) residential lots and one (4) common lots.
2. The subject property was rezoned from "AG" agricultural to "CR-RR" rural residential in case RZ2021-0047 approved on October 3, 2023.
3. The subject property is also known as parcel R35590 and is located at 0 Linden Street, Caldwell and located in the NW ¼ of section 32 Township 4N 3W Canyon County, Idaho.
4. The property is located within the Caldwell Area of City Impact. The City of Caldwell Director of Planning and Zoning and the City of Caldwell Engineering department provided comment and recommended conditions for the development. (Exhibits 6f, 6g, 6h and 6i)
5. The subject property is located within Pioneer Irrigation District jurisdiction. The district provided comment on the Cooper drain located on the West border of the development. (Exhibits 6d and 6e)
6. The development will be served by individual wells and septic systems.
7. Access to the public road system will be via Linden Road from a private road named Wolverine Lane. A private road application has been submitted with this preliminary plat application.
8. The subject property is located within Highway District Number 4 jurisdiction. Comments and requirements were provided by the highway district. (Exhibits 6a, 6b and 6c)
9. Stormwater runoff shall be conveyed to the roadside ditches along the private road and contained within the stormwater retention easements. All stormwater facilities are the responsibility of the Homeowner's Association. If no homeowner's association exists maintenance both routine and non-routine maintenance will be the responsibility of the property owner.
10. The development is not located in a floodplain (Flood Zone X).
11. Notice of the public hearing was provided in accordance with CCZO §07-05-01. The impact agencies and City of Caldwell were notified on September 10, 2021. Agencies were noticed again on July 16, 2024. A newspaper notice was published on July 16, 2024. Property owners within 600' were notified by mail on July 12, 2024. The property was posted on July 16, 2024.
12. The record includes all testimony, the staff report, exhibits, and documents in Case File No. SD2021-0039.
13. Due to the character of the area and the indefinite annexation timeline, the additional infrastructure required by the City of Caldwell may not be in compliance with City standards at the time of annexation.

Conclusions of Law

Pursuant to CCZO §07-17-09(4): Commission Action:

"The commission or hearing examiner shall hold a noticed public hearing on the preliminary plat. The hearing body shall recommend that the board approve, approve conditionally, modify, or deny the preliminary plat. The reasons for such action will be shown in the Commission's minutes. The reasons for action taken shall specify:

- 1. The ordinance and standards used in evaluating the application;*
- 2. Recommendations for conditions of approval that would minimize adverse conditions, if any;*
- 3. The reasons for recommending the approval, conditional approval, modification, or denial; and*
- 4. If denied, the actions, if any, that the applicant could take to gain approval of the proposed subdivision."*



Planning and Zoning Commission
Alyson Meadows Subdivision Preliminary Plat SD2021-0039

Standard of Review for Subdivision Plat:

- A. Idaho Code, Sections 67- 6513 (Subdivisions);
- B. Idaho Code, Section 31-3805 & 67-6537 (Water Rights/Irrigation Water Delivery);
- C. Idaho Code, Section 22-4503 (Right-to-Farm Act);
- D. Idaho Code, Sections 50-1301 through 50-1329 (Platting);
- E. Canyon County Code of Ordinances (CCCO), Article 17 (Subdivision Regulations).
 - a. The preliminary plat was found to be complete by Centurion Engineering (Exhibit 6p) subject to conditions of approval.
- F. Canyon County Code Section 09-01-01, Caldwell – Area of City Impact Agreement.
 - a. The property is located within the Caldwell Area of City Impact. Pursuant to CCZO Section 09-01-01, Caldwell – Area of City Impact Agreement, the city had the opportunity to review the plat application and render an opinion and recommendation to the County. On April 17, 2023, the City of Caldwell was noticed regarding the plat application which included a copy of the plat. The City of Caldwell responded with recommended conditions for the proposed preliminary plat. (Exhibits 6f, 6g, 6h and 6i).

Conditions of Approval

- 1. Plat shall comply with Canyon County Code of Ordinances Article 17 (Subdivision Regulations). Conditions shall be complied with per County Engineer letter, Exhibit 6p.
- 2. Update the revision block.
- 3. All subdivision improvements and amenities shall be bonded or completed prior to the Board of County Commissioner's signature on the final plat.
- 4. Historic irrigation lateral, drain, ditch flow patterns, and easements shall be maintained unless approved in writing by the local irrigation entity.
- 5. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved (Exhibit 6p).
- 6. The City of Caldwell requirements for this plat will be waived.
- 7. Plat shall comply with the requirements of Highway District No. 4. Evidence of compliance shall be Highway District No. 4 signature on the final plat.
- 8. The development shall comply with Southwest District Health requirements. Evidence of compliance shall be Southwest District Health's signature on the final plat.
- 9. An Irrigation Water User's Maintenance Agreement for all lots within the development shall be recorded with the Canyon County Recorder's Office prior to the Board signing the final plat.
- 10. Prior to the Board signing the final plat, an easement or common lot shall be added to provide a United States Postal Service community mailbox unless waived by the United States Postal Service.
- 11. The Final Plat shall comply with the International Fire Code as administered through Caldwell Rural Fire District. Evidence of compliance shall be written approval from the Caldwell Rural Fire District to be submitted to DSD prior to signing of the final plat.
- 12. A Road User's Maintenance Agreement (RUMA) shall be recorded in accordance with CCZO Section 0-10-03(1)B3 prior to the signing of the final plat. All parties using Birchwood Lane shall be



Planning and Zoning Commission
Alyson Meadows Subdivision Preliminary Plat SD2021-0039

subject to a RUMA or a new RUMA that includes all users for the construction and maintenance of the shared access/private road, including repairs, and necessary improvements to accommodate additional accesses in the future.

Order

Based upon the Findings of Fact, Conclusions of Law contained herein for Case No. SD2021-0039, the Planning and Zoning Commission **recommends approval** of the preliminary plat for Alyson Meadows Subdivision subject to conditions of approval as enumerated herein.

APPROVED this 5 day of Sept, 2024.



PLANNING AND ZONING COMMISSION
CANYON COUNTY, IDAHO

Robert Sturgill, Chairman

State of Idaho)

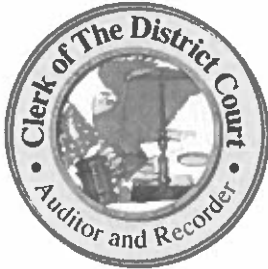
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County of Canyon County)

On this 5th Day of September in the year of 2024, before me Amber Lewter a notary public, personally appeared Robert Sturgill personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary: Amber Lewter

My Commission Expires: 10/20/2029



2023-033002

RECORDED

10/11/2023 11:50 AM



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CHRIS YAMAMOTO

CANYON COUNTY RECORDER

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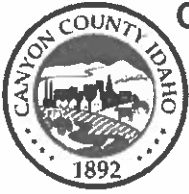
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AGR

CANYON COUNTY

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





CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue #310 • Caldwell, Idaho • 83605 • Phone (208) 454-7458

www.canyoncounty.id.gov

DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 23-136

THIS AGREEMENT, made and entered into this 11 day of Oct., 2023, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and CS2, LLC, hereinafter referred to as "Applicant."

RECITALS

WHEREAS, The Applicant has applied to the County for a conditional rezone from an "A" (Agricultural) Zone to "CR-R-R" (Conditional Rezone – Rural Residential) Zone (RZ2021-0047), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

WHEREAS, Parcel R35590, approximately 40.84 acres, is owned by the Applicant; and

WHEREAS, on the 3 day of October, 2023, 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"; and

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, 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 actually 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 Property from “A” (Agricultural) Zone to “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 an “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 does 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 RZ2021-0047 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 a 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 set forth in this Agreement and as set forth 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 prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-R" (Conditional Rezone – Rural Residential) Zone 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 11th Avenue, #310
Caldwell, Idaho 83605

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

Name: CS2, LLC (Cory Swain)
Street Address: 3363 E Presidential Drive, Suite 201
City, State, Zip: Meridian, ID 83642

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 Applicant(s), 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**



Commissioner Leslie Van Beek



Commissioner Brad Holton



Commissioner Zach Brooks

ATTEST: Chris Yamamoto, Clerk

BY: 

Deputy

DATE: 10-11-23



APPLICANT

Cory Swain, CS2, LLC
Property Owner

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

STATE OF IDAHO)

) ss.

County of Canyon)

On this 4 day of October, 2023, before me, a notary public, personally appeared Cory Swain, 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: Meridian, Idaho

My Commission Expires: 05/16/2024

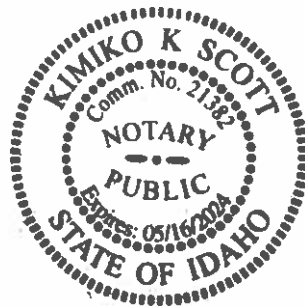


EXHIBIT "A"

LEGAL DESCRIPTION

This parcel is a portion of the Northwest $\frac{1}{4}$ of Section 32 in Township 4 North, Range 3 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northwest corner of said Northwest $\frac{1}{4}$, (Northwest Section Corner, Section 32), a found brass cap monument; thence

North $89^{\circ}51'2r$ East, along the North boundary of the Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 664.27 feet to the TRUE POINT OF BEGINNING, said point being the Northwest corner of the East $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, witnessed by a found $\frac{5}{8}$ inch diameter rebar bearing South $00^{\circ}45'45''$ West, a distance of 25.00 feet; thence

North $89^{\circ}51'2r$ East, along the North boundary of the East $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 664.35 feet to the Northeast corner of the East $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a found $\frac{5}{8}$ inch diameter rebar, thence

South $00^{\circ}46'24''$ West, along the East boundary of the East $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 368.06 feet to a found $\frac{1}{2}$ inch diameter rebar; thence

North $89^{\circ}51'27''$ East, parallel with the North boundary of the Northeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 400.62 feet to a found $\frac{1}{2}$ inch diameter rebar; thence

South $00^{\circ}47'09''$ West, a distance of 1554.62 feet to a point on a line that is sixty feet North of and parallel with the South boundary of the Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence

North $89^{\circ}58'15''$ East, along said parallel line a distance of 263.52 feet to a point on the East boundary of the Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, a $\frac{5}{8}$ x 24 Inch rebar set with a plastic cap stamped P.L.S. 15352; thence

South $00^{\circ}47'09''$ West, along said East boundary, a distance of 60.00 feet to the Southeast corner of the Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence

South $89^{\circ}58'15''$ West, along the South boundary of the Northwest $\frac{1}{4}$ Southeast $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 663.78 feet to a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence

South $89^{\circ}57'59''$ West, along the South boundary of the North $\frac{1}{2}$ Southwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a distance of 399.13 feet to a $\frac{5}{8}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352; thence

North $9^{\circ}15'41''$ West, a distance of 1521.31 feet to a point on the West boundary of the East $\frac{1}{2}$ Northwest $\frac{1}{4}$ Northwest $\frac{1}{4}$, a found $\frac{5}{8}$ inch diameter rebar; thence

North $00^{\circ}45'45''$ East, along said West boundary, a distance of 478.84 feet to the TRUE 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 parcel shall be in subjection to the Canyon County Zoning Ordinance Chapter 7, Article 17 for platting with a maximum of 18 buildable lots with an average lot size of 2.00 acres.
3. The applicant will comply with the proposed conditions of the City of Caldwell Engineering and the Director of the City of Caldwell Planning and Zoning Department letters as seen in Exhibit D, Attachment 7f and 7g with the exception of the requirement connecting to the Public Water System, which is waived.
4. The developer shall comply with CCZO §07-06-07 (4): Time Requirements: "All conditional rezone for a land use shall commence within two (2) years of the approval of the board."