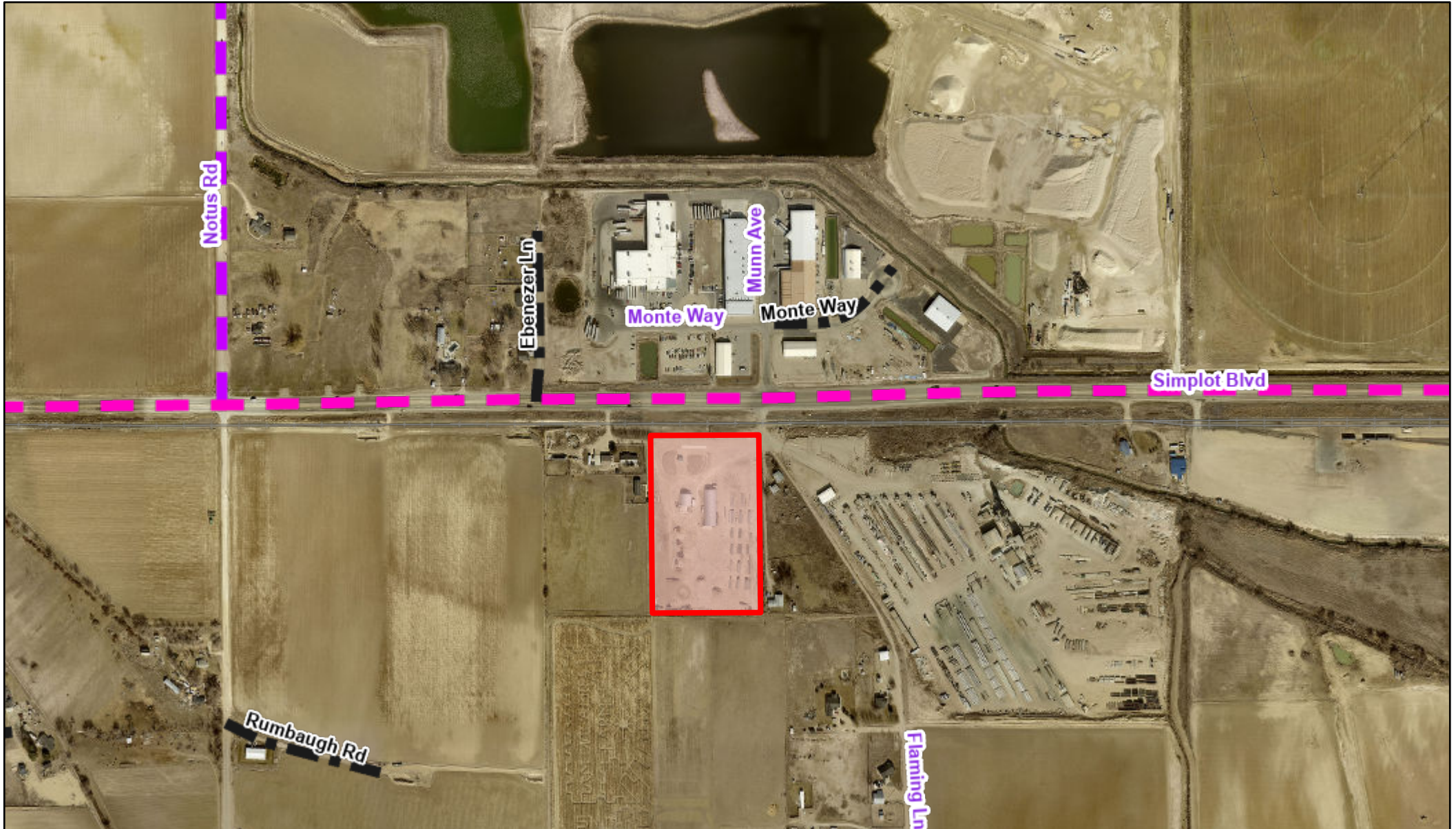


Canyon County, ID Web Map



4/9/2025, 4:42:00 PM



Multiple Parcel Search _Query result



RAILROAD



CC_PrivateRoads

ITDFunctionalClassification



Major Collector



Other Principal Arterials

Imagery_2022



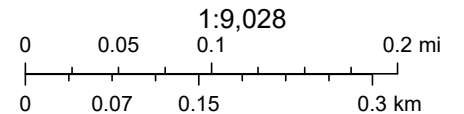
Red: Band_1



Green: Band_2



Blue: Band_3



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



**ZONING AMENDMENT
PUBLIC HEARING - MASTER APPLICATION**

PROPERTY OWNER	OWNER NAME: <u>G3 Land Company LLC</u>
	MAILING ADDRESS: <u>1301 E Splande Ave Klamath Falls OR.</u>
	PHONE: <u>800-435-3835</u> EMAIL: <u>Shane.McConnell@EdStaub.com</u> 97601
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: <u>Smcell</u> Date: <u>3-13-25</u>	

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: <u>Ed Staub & Sons - Shane McConnell</u>
	COMPANY NAME: <u>Ed Staub & Sons</u>
	MAILING ADDRESS: <u>2508 2nd St S Nampa ID 83686</u>
	EMAIL: <u>Shane.McConnell@EdStaub.com</u>

SITE INFO	STREET ADDRESS: <u>2079 Simplot Blvd Caldwell ID</u>	
	PARCEL NUMBER: <u>R36323010A</u>	
	PARCEL SIZE: <u>7.47</u>	
	CHECK THE APPLICABLE APPLICATION TYPE:	
	<input checked="" type="checkbox"/> REZONE	<input checked="" type="checkbox"/> CONDITIONAL REZONE WITH DEVELOPMENT AGREEMENT
	CURRENT ZONING: <u>AG</u>	PROPOSED ZONING: <u>IND</u>
	FLOOD ZONE (YES/NO) <u>NO</u>	ZONING DISTRICT:

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	<u>R22025-0002</u>	DATE RECEIVED:	<u>4/8/25</u>
RECEIVED BY:	<u>Amber Lewter</u>	APPLICATION FEE:	<u>\$1900</u>
		CK	MO
		<input checked="" type="radio"/>	CASH

Rezoning \$1250
Noticing \$600
Maps \$50

4-9-25
pymt.

M1



ZONING AMENDMENT PUBLIC HEARING - CHECKLIST

Zoning Amendment/Conditional Rezone CCZO Section 07-06-05/07-06-07

Check the applicable application type:

- Rezone
- Conditional Rezone with Development Agreement

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.	✓	
Letter of Intent (see standards on next page)	✓	
Land Use Worksheet	✓	
Neighborhood Meeting form was completed and signed	✓	
Completed Agency Acknowledgement form including:	✓	
Southwest District Health	✓	
Irrigation District	✓	
Fire District	✓	
Highway District/Idaho Transportation Dept	✓	
Area of City Impact (If applicable)	✓	
Conditional Rezone:		
Proposed conditions of approval and/or Concept Plan (can be a draft survey/draft preliminary plat/drawing)		
Deed or evidence of property interest to the subject property	✓	
Fee: \$ 950 Rezone \$1,400 Conditional Rezone \$2,800 Text Amendment		
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.

REZONE OPTION:

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

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

Applicant/Owner: Shirley McCell Date 4-5-25

DSD Planner: _____ Date _____

SUBMITTAL STANDARDS

LETTER OF INTENT STANDARDS
Description of proposed use: expand on the Land Use Worksheet
Description of the existing use.
Expected impacts and traffic of future development.
Explanation of how the proposed rezone is consistent with the Comprehensive Plan and specific zoning criteria.
Conditional Rezone:
Explanation/Description of the Concept Plan
Proposed conditions of approval

Ed Staub & Sons
Shane McConnell
2508 2nd St S
Nampa ID 83686
[REDACTED]

shane.mcconnell@edstaub.com

Mar 13, 2025

Canyon County Development Services
Planning & Zoning
111 N 11th Ave # 310
Caldwell ID 83605

Subject: Letter of Intent to Rezone Property

To Whom it may concern,

I am writing to express my intent to rezone the property located at 20079 Simplot Blvd Caldwell Idaho from its current zoning designation of AG / Agricultural to Commercial / Industrial. I believe that this rezoning is in the best interests of the community and will benefit all stakeholders.

The current zoning designation of AG / Agricultural is no longer appropriate for the property. The surrounding area has undergone significant changes in recent years, and the AG / Agricultural designation is no longer consistent with the character of the neighborhood. The proposed rezoning to Commercial / Industrial is more in line with the current uses and development trends in the area.

I am confident that the rezoning will have a positive impact on the community. The proposed rezoning will allow for the development of our Propane business, which will provide a much-needed service to the greater Treasure Valley Community. Additionally, the rezoning will increase the value of the property and generate additional tax revenue for the city.

How a Propane Company Does Business

A propane company typically operates by procuring propane from various sources, such as refineries, natural gas processing plants, and import terminals. The propane is then stored in bulk storage tanks at the company's facilities or at customer sites.

To deliver propane to customers, propane companies use a fleet of specialized trucks equipped with tanks and hoses. The trucks are filled at the bulk storage tanks and then driven to customer locations, where the propane is transferred into customer tanks.

Our organization maintains a staff of 20 employees who will commute to the premises daily. Additionally, we operate a fleet of delivery and service vehicles that will access and depart the property on a consistent daily schedule. This fleet averages approximately 12 vehicles, subject to seasonal variations. Our business model is not structured around retail operations, thus minimizing the presence of the general public on the property. While occasional customer visits for bill payments or part repairs will occur, overall public traffic will be negligible. Consequently, the traffic impact resulting from our development and presence on the property is projected to be minimal. Given that Highway 19 serves as the primary thoroughfare adjacent to our property, traffic impact is not anticipated to be a significant factor.

Propane companies also provide a range of services to their customers, such as tank installation and maintenance, leak detection and repair, and emergency delivery. Some propane companies also offer financing options to help customers purchase or lease propane tanks and appliances.

Importance of Propane Companies to the Community and Economy

Propane companies play a vital role in the community and economy by providing a clean, safe, and reliable source of energy to homes and businesses. Propane is used for a variety of purposes, including heating, cooking, water heating, and powering appliances. Propane companies also create jobs and contribute to the local economy by paying taxes and supporting other businesses.

Propane is also a versatile and important fuel that is used in a variety of ways in the agricultural business. It helps farmers to increase their productivity and efficiency, and to produce high-quality crops and livestock.

In addition, propane companies help to reduce greenhouse gas emissions by providing an alternative to traditional fossil fuels. Propane is a cleaner-burning fuel than oil or coal, and it produces fewer emissions of harmful pollutants.

The property currently lies vacant and unoccupied, rendering it unproductive in its present condition. Our organization proposes to revitalize the property, thereby enhancing the value of adjacent properties, creating employment opportunities, delivering an essential community service, and stimulating the local economy.

We propose to undertake a comprehensive site improvement project. This initiative will involve clearing the property, followed by grading and leveling the terrain. A substantial base of road mix and gravel will be installed to enhance both the functionality and visual appeal of the site. Furthermore, the project scope includes the construction of an office and warehouse, as well as renovations to the current buildings. A bulk storage facility for propane will be erected, and the entire premises will be secured with a perimeter fence.

Overall, propane companies are an important part of the community and economy. They provide a valuable service to customers, create jobs, and contribute to the local economy.

The property is presently zoned Agricultural; however, its future land use designation is Industrial. The current application seeks to align the existing future land use designation of Industrial with the present zoning status.

I am committed to working with the city, county and other stakeholders to ensure that the rezoning process is conducted in a fair and transparent manner. I am confident that we can reach an agreement that is beneficial to all parties involved.

Thank you for your time and consideration. I look forward to discussing this matter with you further.

Sincerely,

A handwritten signature in black ink that reads "Shane McConnell". The signature is written in a cursive, slightly slanted style.

Shane McConnell

LAND USE WORKSHEET

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. DOMESTIC WATER: Individual Domestic Well Centralized Public Water System City

N/A – Explain why this is not applicable: _____

How many Individual Domestic Wells are proposed? None Proposed - Already Exs:ts

2. SEWER (Wastewater) Individual Septic Centralized Sewer system

N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

Surface Irrigation Well None

4. IF IRRIGATED, PROPOSED IRRIGATION:

Pressurized Gravity

5. ACCESS:

Frontage Easement Easement width _____ Inst. # _____

6. INTERNAL ROADS:

Public Private Road User's Maintenance Agreement Inst # _____

7. FENCING Fencing will be provided (Please show location on site plan)

Type: Chainlink - Security Height: 6'

8. STORMWATER: Retained on site Swales Ponds Borrow Ditches

Other: _____

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

N/A

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED:

- Residential _____ Commercial _____ Industrial _____
 Common _____ Non-Buildable _____

2. FIRE SUPPRESSION:

- Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

- Sidewalks Curbs Gutters Street Lights None

NON-RESIDENTIAL USES

1. SPECIFIC USE:

Propane Bulk Storage

2. DAYS AND HOURS OF OPERATION:

- Monday 8am to 5pm
 Tuesday 8am to 5pm
 Wednesday 8am to 5pm
 Thursday 8am to 5pm
 Friday 8am to 5pm
 Saturday Closed to _____
 Sunday Closed to _____

3. WILL YOU HAVE EMPLOYEES?

- Yes If so, how many? 20 No

4. WILL YOU HAVE A SIGN?

- Yes No Lighted Non-Lighted

Height: 8 ft Width: 10 ft. Height above ground: _____ ft

What type of sign: _____ Wall Freestanding _____ Other _____

5. PARKING AND LOADING:

How many parking spaces? 10

Is there is a loading or unloading area? yes

ANIMAL CARE-RELATED USES

1. **MAXIMUM NUMBER OF ANIMALS:** NA

2. **HOW WILL ANIMALS BE HOUSED AT THE LOCATION?**

Building Kennel Individual Housing Other _____

3. **HOW DO YOU PROPOSE TO MITIGATE NOISE?**

Building Enclosure Barrier/Berm Bark Collars

4. **ANIMAL WASTE DISPOSAL**

Individual Domestic Septic System Animal Waste Only Septic System

Other: _____

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



NEIGHBORHOOD MEETING SIGN UP SHEET CANYON COUNTY ZONING ORDINANCE §07-01-15

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

SITE INFORMATION

Site Address: 20079 Simplot Blvd	Parcel Number: R36323010A
City: Caldwell	State: ID ZIP Code: 83607
Notices Mailed Date: 3-18-2025	Number of Acres: 7.47 Current Zoning: AG
Description of the Request: Rezone to Ind.	

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Shane McConnell		
Company Name: Ed Staub & Sons / G3 Land Co LLC		
Current address: 2508 2nd St S		
City: Nampa	State: ID	ZIP Code: 83686
Phone: [REDACTED]	Cell: [REDACTED]	Fax: 208-461-4559
Email: Shane.McConnell@edstaub.com		

MEETING INFORMATION

DATE OF MEETING: 4-5-2025	MEETING LOCATION: 20079 Simplot Blvd	
MEETING START TIME: 3 PM	MEETING END TIME: 4 PM	
ATTENDEES:		
NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Jon Flaming	Dion Flaming	20046 Lower Pleasant
2. KIM ROST	KR	20145 Monk Way
3.		
4.		
5.		
6.		
7.		
8.		
9.		

10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

NEIGHBORHOOD MEETING CERTIFICATION:

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

APPLICANT/REPRESENTATIVE (Please print):

Shane McConnell

APPLICANT/REPRESENTATIVE (Signature): SMc

DATE: 4, 5, 25



AGENCY ACKNOWLEDGMENT

Date: 3-14-25
Applicant: Shane McConnell - Ed Staub & Sons
Parcel Number: R36323010A
Site Address: 20079 Simplot Blvd Caldwell ID 83686

SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

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

Southwest District Health:

Applicant submitted/met for informal review.

Date: 03/18/2025 Signed: _____

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

Fire District:

District: _____

Applicant submitted/met for informal review.

Date: 3/17/2025 Signed: _____

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

Highway District:

District: _____

Applicant submitted/met for informal review.

Date: 3/17/25 Signed: _____

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

Irrigation District:

District: Golden Gate Hwy #3

Applicant submitted/met for informal review.

Date: _____ Signed: _____

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

Area of City Impact

City: GREENLEAF

Applicant submitted/met for informal review.

Date: 14 MAR 2025 Signed: _____

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



AGENCY ACKNOWLEDGMENT

Date: 3-14-25
Applicant: Shane McConnell - Ed Staub & Sons
Parcel Number: R36323010A
Site Address: 20079 Simplot Blvd Caldwell ID 83686

SIGNATURES DO NOT INDICATE APPROVAL OR COMPLETION OF OFFICIAL REVIEW.

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Southwest District Health:

Applicant submitted/met for informal review.

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

Fire District:

District: _____

Applicant submitted/met for informal review.

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

Highway District:

District: _____

Applicant submitted/met for informal review.

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

Irrigation District:

District: PIONEER IRRIGATION DISTRICT

Applicant submitted/met for informal review.

Date: 3-17-2025 Signed: [Signature]
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact

City: GREENLEAF

Applicant submitted/met for informal review.

Date: 14 MAR 2025 Signed: [Signature]
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)

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

Pre-Development Meeting

Name of Development: Ed Staub & Sons
 Applicant: Shane McDonnell
 P.E./P.G.: _____
 All others in Attendance: _____
 _____ EHS#035 Date 03/10/2025

Number of Lots or Flow: N/A Acreage of Proposed Development: 7.47 acres
 Location of Development: 20079 Simplot Blvd
Caldwell, ID 83607
R3623010A

Project in Area of Concern: No Groundwater/Rock <10' >10'
 Level 1 NP Necessary for N: No

LSAS/CSS Proposed: No
 BRO meeting for P or above: No
 Proposed Drinking Water: Individual , City , Community , Public Water Supply
 BRO meeting for PWS, Com: No

Information Distributed: SER , NP Guidance , Non-Domestic WW ap.

Additional Comments: The applicant discussed with SWDH the proposal from changing zoning from agricultural to commercial for a warehouse with a office building on a 7.47 acre parcel. The office is proposed to have 2 bathrooms & a breakroom. Only domestic wastewater disposal to the proposed septic system was discussed. There is a shared well between two parcels under separate ownership. The applicant must apply for a septic permit and provide a letter of intended use outlining the typed of business & its operation, maximum number of employees, and estimated wastewater flow. The parcel is not in a designated Nitrate Priority Area and a Nutrient Pathogen Study is NOT required for approval. The applicant can move forward in the approval process for the conditional use permit.
Anthony Lee

Attach conceptual plan, if provided, or any other correspondence, and create a file for this information. The information will be helpful when responding to the county about permitting requirements and should be maintained with the subdivision file or commercial permit file when completed, for a complete written history of the project and SWDH involvement.

NEIGHBORHOOD MEETING INSTRUCTIONS

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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



CANYON COUNTY ZONING ORDINANCE §07-01-15

Before submitting an application for a public hearing, these steps must be completed:

- (1) Applicants shall conduct a neighborhood meeting for any proposed variance, conditional use, zoning ordinance map amendment, expansion, or extension of nonconforming uses requiring a public hearing.
- (2) It shall be the sole duty of the applicant to provide written notice to all property owners or purchasers of record owning property within six hundred (600) feet of the exterior boundary of the property subject to the application. Notice of a neighborhood meeting shall be in addition to, and not combined with, notices already required by this chapter, and shall include the date, time, location and purpose of the meeting.
- (3) The purpose of the neighborhood meeting shall be to review the proposed project and discuss neighborhood concerns, if any.
 - A. The meeting shall not be on a holiday, a holiday weekend, or the day before a holiday.
 - B. The meeting shall be held at one of the following locations:
 1. On the property subject to the application;
 2. At a nearby available public meeting place including, but not limited to, a fire station, library, school, or community center; or
 3. At a location with suitable meeting facilities if such facilities are within a one (1) mile radius of the nearest public meeting place.
- (4) The neighborhood meeting shall be conducted prior to acceptance of the application by Development Services. The neighborhood meeting shall not be conducted earlier than six (6) months prior to the acceptance of the application, and shall be held no sooner than ten (10) calendar days from the mailing of the notice of the neighborhood meeting.
- (5) Each application for a public hearing shall include a form acceptable to the director, which requires the applicant to provide the starting and ending times of the neighborhood meeting and an attendance list, with names and addresses of those who attended the neighborhood meeting. (Ord.10-006, 8-16-2010)

Notice of Neighborhood Meeting Pre-application requirement for a Public Hearing

Date: March 17th, 2025

Dear Neighbor,

We are in the process of presenting an application to Canyon County Development Services for a rezoning of 20079 Simplot Blvd. One of the requirements necessary, 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 is only for informational purposes. We would like to receive feedback from you, our neighbors, as we move through the land use application process with the county.

This neighborhood meeting is not a public hearing before a governing body of Canyon County. Once our application has been submitted to the county's Development Services Department, only then, will a public hearing date be scheduled. Also, only after our application is accepted and a public hearing is scheduled with a confirmed date by the county, will the surrounding neighbors receive an official notification from the county via postal mail. The notice will also appear in a newspaper publication and a sign will be displayed on the parcel notifying the public of a county Planning and Zoning land use hearing for our application.

The Neighborhood Meeting details are as follows:

Date: April 4th, 2025

Time: 3 PM

Location: On Site, 20079 Simplot Blvd Caldwell

The project is summarized below:

Site Location: 20079 Simplot Blvd Caldwell ID 86386

Proposed access: Hwy 95

Total acreage: 7.47

Proposed lots: 1

We look forward to our neighborhood meeting and encourage you, as our neighbor, to attend. During our meeting, we will answer any questions you may have. Please note, the county does not currently have any information on our project. Also, please do not call the county regarding this meeting or our application as this meeting is a PRE-APPLICATION requirement; we have not submitted the application to the county for consideration at this time.

Feel free to contact me at [REDACTED] or shane.mcconnell@edstaub.com.



610 S. Kimball Avenue
Caldwell, ID 83605

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

File No. 871585 TK/EM

2025-006865
RECORDED
02/28/2025 02:43 PM
RICK HOGABOAM
CANYON COUNTY RECORDER
Pgs=4 PBRIDGES \$45.00
TYPE: MTG D OF T
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

Beneficiary Initials OS. TS

DEED OF TRUST

THIS DEED OF TRUST, Made February 26, 2025 between **G3 Land Company, LLC**, an Oregon limited liability company herein called GRANTOR, whose address is 1301 Esplanade Ave., Klamath Falls, OR 97601; Pioneer Title Company of Canyon County, herein called TRUSTEE; and **Oliver Schroeder and Teresa Schroeder** whose mailing address is P O Box 35, Huston, ID 83630, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Canyon, State of Idaho, described as follows:

THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

See Exhibit A attached hereto and made a part hereof.

If all, or any part, of the subject real property, or an interest therein is sold, transferred, or contracted to be sold or transferred in the future by agreement, without the Beneficiary's prior written consent, excluding a transfer by devise, descent or operation of law upon the death of the Grantor, Beneficiary may, at Beneficiary's option, declare all sums secured by this Deed of Trust to be immediately due and payable.

The Promissory Note secured by this Deed of Trust contains provision for a prepayment penalty, reference to which is made for particulars.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of **\$1,485,000.00 One Million Four Hundred Eighty Five Thousand Dollars and No Cents** final payment due **February 28, 2030**, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

- (1) To keep said property in good condition and repair; not to remove or demolish any building

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

B. It is mutually agreed that:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at accrued legal judgment rate per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.


Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

G3 Land Company, LLC

By: Jared E. Staub
Jared E. Staub, Manager

State of Idaho
County of Ada

This record was acknowledged before me on February 28, 2025 by Jared E. Staub, as manager of G3 Land Company, LLC.



Notary Public
My commission expires: 11/09/2028

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

EXHIBIT A

A part of the Northeast Quarter of the Southeast Quarter of Section 22, Township 4 North, Range 4 West, Boise Meridian, Canyon County, Idaho.

COMMENCING at the Northwest corner of said Northeast Quarter of the Southeast Quarter (CE 1/16 corner) said corner monumented with a 5/8-inch diameter iron pin; thence South 0° 06' 26" West a distance of 100.00 feet, (formerly 116.20 feet) along the Westerly boundary of said Northeast Quarter of the Southeast Quarter to a point on the Southerly right of way of the OSL Railroad; thence South 89°29' 22" East (formerly South 89° 33' 16" East) a distance of 443.32 feet along the Southerly right of way of said OSL Railroad to the POINT OF BEGINNING: thence continuing South 89° 29' 22" East (formerly South 89° 33' 16" East) a distance of 445.78 feet along the Southerly right of way of said OSL Railroad; thence South 0° 05' 30" West a distance of 744.84 (formerly 729.66 feet) to a found 1/2-inch diameter iron pin; thence North 89° 32' 57" West a distance of 445.98 feet to a 5/8-inch diameter iron pin; thence North 0° 06' 26" East a distance of 745.32 (formerly 729.62 feet) parallel with the Westerly boundary of said Northeast Quarter of the Southeast Quarter to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress and egress over and across a 56 foot strip of land more particularly described as follows:

COMMENCING at the Northwest corner of said Northeast Quarter of the Southeast Quarter (CE 1/16 corner) said corner monumented with a 5/8-inch diameter iron pin; thence South 0° 06' 26" West a distance of 116.20 feet along the Westerly boundary of said Northeast Quarter of the Southeast Quarter to a point on the Southerly right of way of the OSL Railroad, said point monumented with a 5/8-inch diameter iron pin; thence South 89° 33' 16" East a distance of 889.10 feet along the Southerly right of way of said OSL Railroad to a found 1/2-inch diameter iron pin and the POINT OF BEGINNING, thence South 0° 05' 30" West a distance of 90.26 feet; thence South 89°33'16" East parallel with the Southerly right of way of the OSL Railroad a distance of 56.00 feet; thence North 0° 05' 30" East a distance of 206.26 feet more or less to the Southerly line State Highway 19 right of way; thence North 89° 26' 55" West along said Southerly right of way line a distance of 56.00 feet; thence South 0° 05' 30" West a distance of 116.00 feet more or less to the POINT OF BEGINNING.



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

AFFIDAVIT OF LEGAL INTEREST

I, Jared Staub, 1301 Esplanade Ave ~~730~~ JS
(name) (address)
Klamath Falls, OR 97601
(city) (state) (zip code)

being first duly sworn upon oath, depose and say:

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

Shane McConnell, 2508 2nd St S, Nampa ID 8361
(name) (address)

to submit the accompanying application pertaining to the subject property.

- 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.

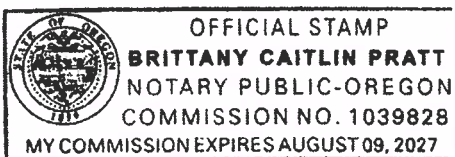
Dated this 13th day of March, 20 25.

Jared Staub
(signature)

STATE OF IDAHO)
)
 COUNTY OF CANYON)

ss

On this 13 day of MARCH, in the year 2025, before me Brittany Pratt,
 a notary public, personally appeared Jared Staub, 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: Brittany Caitlin Pratt

My Commission Expires: August 09, 2027

R36323010A PARCEL INFORMATION REPORT

3/11/2025 11:56:29 AM

PARCEL NUMBER: R36323010A

OWNER NAME: G3 LAND COMPANY LLC

CO-OWNER:

MAILING ADDRESS: 1301 ESPLANADE AVE KLAMATH FALLS OR 97601

SITE ADDRESS: 20079 SIMPLOT BLVD

TAX CODE: 2310000

TWP: 4N **RNG:** 4W **SEC:** 22 **QUARTER:** SE

ACRES: 7.47

HOME OWNERS EXEMPTION: No

AG-EXEMPT: No

DRAIN DISTRICT: NOT In Drain Dist

ZONING DESCRIPTION: AG / AGRICULTURAL

HIGHWAY DISTRICT: GOLDEN-GATE HWY #3

FIRE DISTRICT: CALDWELL RURAL FIRE

SCHOOL DISTRICT: VALLIVUE SCHOOL DIST #139

IMPACT AREA: GREENLEAF

FUTURE LAND USE 2011-2022 : Ind

FLU Overlay Zone Desc 2030:

FLU RR Zone Desc 2030:

FUTURE LAND USE 2030: Ind

IRRIGATION DISTRICT: PIONEER IRRIGATION DISTRICT

FEMA FLOOD ZONE: X **FLOODWAY:** NOT In **FLOODWAY FIRM PANEL:** 16027C0216F

WETLAND: NOT In WETLAND

NITRATE PRIORITY: NO Nitrate Prio

FUNCTIONAL Classification: NOT In COLLECTOR

INSTRUMENT NO. : 2025006864

SCENIC BYWAY: NOT In Scenic Byway

LEGAL DESCRIPTION: 22-4N-4W SE TX 97755 IN NESE

PLATTED SUBDIVISION:

SMALL CITY ZONING:

SMALL CITY ZONING TYPE:



DISCLAIMER:

1. FEMA FLOOD ZONE REFERS TO THE DESIGNATED FEMA FLOOD AREAS. POSSIBLY ONE (1) OF SEVERAL ZONES - SEE FIRM PANEL NUMBER.
2. THIS FORM DOES NOT CALCULATE DATA FOR PARCELS INSIDE CITY LIMITS SO WATCH YOURSELVES.
3. WETLANDS CLASSIFICATION WILL POPULATE IF "ANY" PORTION OF SAID PARCEL CONTAINS A DELINEATED WETLAND.
4. COLLECTORS AND ARTERIALS ARE BASED ON THE SHERIFFS CENTERLINE WITH AN ADDITIONAL 100 FOOT BUFFER.

CANYON COUNTY ASSUMES NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR MISUSE OF THIS PARCEL INFORMATION TOOL OR ANY OF THE INFORMATION CONTAINED HEREIN.

11

Ebenezer Ln

Ebenezer

R36322103

R36322102

R36322101

R36322100

Munn Ave

R36322115

R36322116

R3

Stimpfort Blvd

R36323010

4N4W22

R36323010A

R36323011

R36324010

4N4W23

R36323013

R36323013A

R36372

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: 85113

Date: 4/9/2025

Date Created: 4/9/2025 **Receipt Type:** Normal Receipt **Status:** Active

Customer's Name: Logan Staub - Shane McConnell

Comments: RZ2025-0002 - Rezoning

Site Address: 20079 SIMPLOT BLVD, Caldwell ID / Parcel Number: 36323010A0

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Rezone	RZ2025-0002	\$1,250.00	\$0.00	\$0.00
Planning - Case Mapping (Fee Per Case Set)	RZ2025-0002	\$50.00	\$0.00	\$0.00
Planning - Notification - Public Hearing Level Cases (2 Hearings)	RZ2025-0002	\$600.00	\$0.00	\$0.00

Sub Total: \$1,900.00

Sales Tax: \$0.00

Total Charges: \$1,900.00

PAYMENTS

Type of Payment:	Check/Ref Number:	Amount:
Credit Card	174150175	\$1,900.00

Total Payments: \$1,900.00

ADJUSTMENTS

Receipt Balance: \$0.00