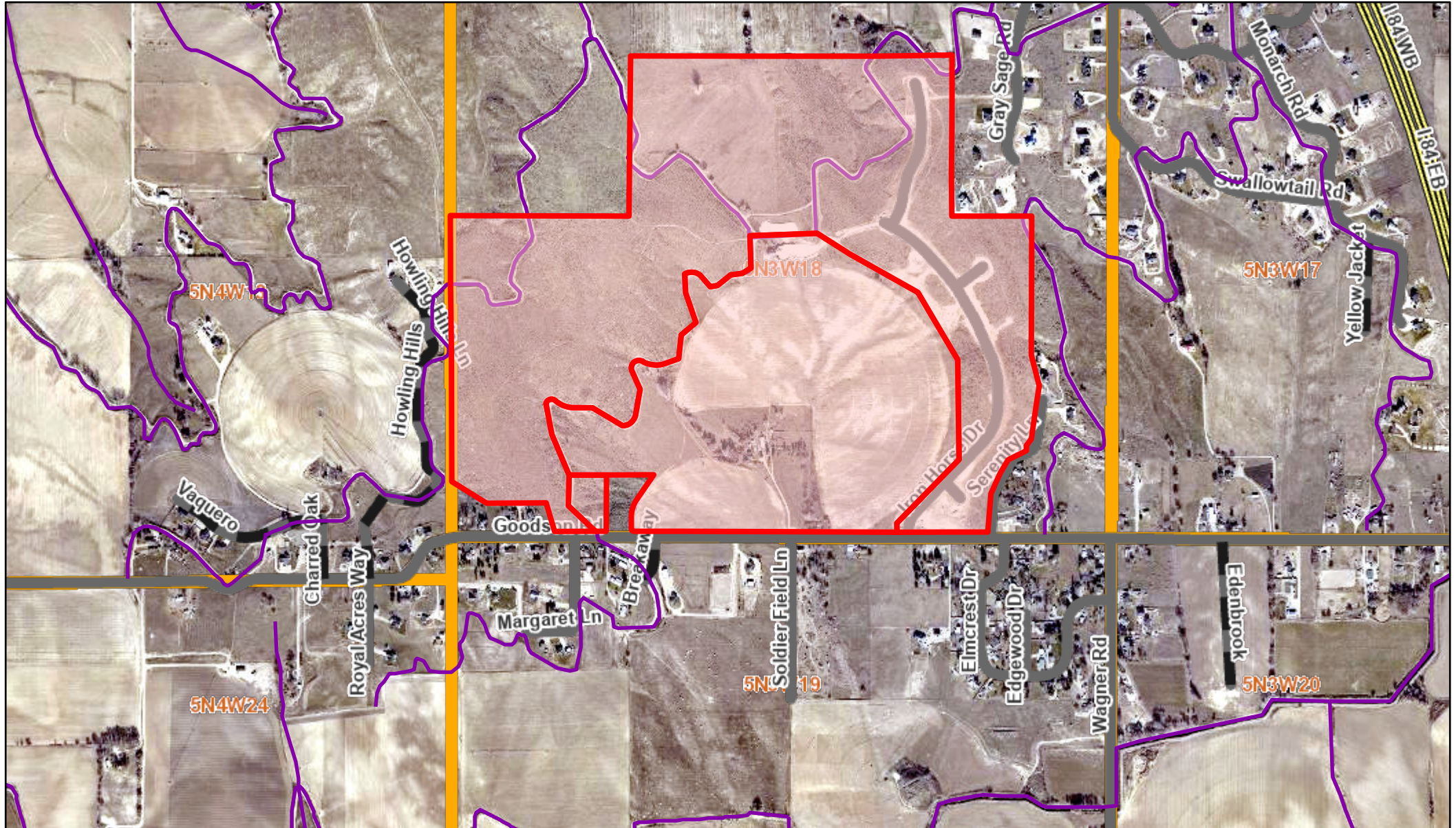
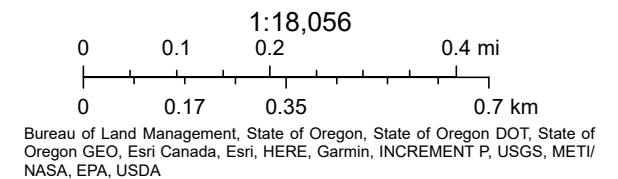


Canyon County, ID Web Map



7/15/2025, 2:19:24 PM

- Multiple Parcel Search_Query result
- Hydro_NHDFlowline
- CanyonCountyRoads
- Interstate
- Roads
- CC_PrivateRoads
- County Boundary
- Current Impact Area
- City Limits
- Sections
- Imagery_2025_3in
- Red: Band_1





DEVELOPMENT AGREEMENT MODIFICATION PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME:	Tradition Capital Partners, LLC	
	MAILING ADDRESS:	8484 Brookhaven Pl., Middleton, ID 83644	
	PHONE:	208-863-5164	EMAIL: spencer.tradition@gmail.com

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: [Signature] Date: 6/24/2025

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME:	Jay Gibbons	
	COMPANY NAME:	N/A	
	MAILING ADDRESS:	10167 Willis Rd. Middleton, ID 83644	
	PHONE:	208-863-1815	EMAIL: gibb5953@gmail.com

SITE INFO	STREET ADDRESS:	0 and 17506 Goodson Rd., Caldwell, ID	
	PARCEL NUMBER:	R37887100; R378871010; R37881030; R378871020	
	PARCEL SIZE:	221.97; 127.9; 2.77 and 2.77	
	DEVELOPMENT AGREEMENT NO.:	Recorded Instr. No. 2017-000927	
	FLOOD ZONE (YES/NO)	No	ZONING DISTRICT:
			CR-RR

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	DA2025-1800	DATE RECEIVED:	6/25/25 for Review
RECEIVED BY:	dr	APPLICATION FEE:	CK MO CC CASH

\$1150
PH2016-61-MOD
P2 & Boce Hearings
pd 7-15-25



DEVELOPMENT AGREEMENT MODIFICATION PUBLIC HEARING - MASTER APPLICATION

PROPERTY OWNER	OWNER NAME: <u>Austin Acres, LLC</u>
	MAILING ADDRESS: <u>10230 Purple Sage Rd., Middleton, ID 83644</u>
	PHONE: EMAIL:
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>[Signature]</u> Date: <u>6/24/2025</u>	

APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER	APPLICANT NAME: <u>Jay Gibbons</u>
	COMPANY NAME: <u>N/A</u>
	MAILING ADDRESS: <u>10167 Willis Rd., Middleton, ID 83644</u>
	PHONE: <u>208-863-1815</u> EMAIL: <u>gibb5953@gmail.com</u>

SITE INFO	STREET ADDRESS: <u>0 and 17506 Goodson, Rd, Caldwell, ID</u>
	PARCEL NUMBER: <u>R37887100; R378871010; R37881030; R378871020</u>
	PARCEL SIZE: <u>221.97; 127.9; 2.77; 2.77</u>
	DEVELOPMENT AGREEMENT NO.: <u>Recorded Instr. No. 2017-000927</u>
	FLOOD ZONE (YES/NO) <u>No</u>
	ZONING DISTRICT: <u>CR-RR</u>

FOR DSD STAFF COMPLETION ONLY:

CASE NUMBER	DATE RECEIVED:
RECEIVED BY:	APPLICATION FEE: 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	✓	
→ Letter of Intent (see standards on next page)		
Site Plan (if necessary; see standards on next page)	✓	
→ Draft Updated Development Agreement Changes		
Neighborhood Meeting form completed/signed	✓	
→ Deed or evidence of property interest to the subject property		
→ Proof of application/communication with (varies per application):		
Southwest District Health		
Irrigation District		
Fire District		
Highway District/ Idaho Transportation Dept.		
Area of City Impact		
Fee: Per Adopted Fee Schedule		
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.

STANDARDS

SITE/OPERATION PLAN – CCZO Section 07-02-03

A scaled drawing showing:

- The parcel and all existing and proposed uses and structures and roads all with dimensions, distances, and private and public road names.
- Includes lot lines, lot area, parking spaces, private roadways, walkways, topographic features, reserved open space, buildings and other structures, major landscape features, and the location of proposed utility easements.

A plan of action to include:

- Time requirements, the commencement of the operation, hours of operation, noise levels, dust levels, air and water quality, raw material delivery, finished product and marketing, site improvements, public and private facilities, public amenities and infrastructure.

LETTER OF INTENT - REQUIRED	Applicant	Staff
Describe the modification and necessity of the request. (CCZO Section 07-06-07(7)F).		
Demonstrate how the modification does not significantly alter the original decision (CCZO Section 07-06-07(7)A).		
Demonstrate how the development agreement to be modified is still active (CCZO Section 07-06-07(4)).		



AGENCY ACKNOWLEDGMENT

Date: 5-14-2025
Applicant: Jay S. Carbons
Parcel Number: 13788710100, 3788710300
Site Address: TBD Goodson Rd. Caldwell, Id. 87607

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: 06/18/2025 Signed: Anthony Lee
Authorized Southwest District Health Representative
(This signature does not guarantee project or permit approval)

Fire District:

☒ Applicant submitted/met for informal review.

Date: 5/28/25 Signed: [Signature]
Authorized Fire District Representative
(This signature does not guarantee project or permit approval)

Highway District:

☐ Applicant submitted/met for informal review.

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

Irrigation District:

☒ Applicant submitted/met for informal review.

Date: 6-23-25 Signed: [Signature]
Authorized Irrigation Representative
(This signature does not guarantee project or permit approval)

Area of City Impact

☐ Applicant submitted/met for informal review.

Date: _____ Signed: N/A
Authorized AOCI Representative
(This signature does not guarantee project or permit approval)



Outlook

Fw: Stadium 2 Phase 4

From Jay Gibbons <gibb5953@gmail.com>
Date Tue 5/20/2025 7:25 AM
To Alan <millscorealty@msn.com>

From: Lynn Troxel <lymntroxel@nphd.net>
Sent: Tuesday, May 20, 2025 7:21 AM
To: Jay Gibbons <gibb5953@gmail.com>
Cc: Alan <millscorealty@msn.com>
Subject: RE: Stadium 2 Phase 4

Jay,

Good morning, I acknowledge that you have submitted the conceptual layout for our review. As you mentioned, if approved by Canyon County, it will need to be reviewed in detail by our Engineering.

Thanks,

Lynn Troxel

Director of Highways
Notus-Parma Highway District #2

From: Jay Gibbons <gibb5953@gmail.com>
Sent: Monday, May 19, 2025 9:43 AM
To: Lynn Troxel <lymntroxel@nphd.net>
Cc: Alan <millscorealty@msn.com>
Subject: Stadium 2 Phase 4

Lynn,

Debbie Root

From: Jay Gibbons <gibb5953@gmail.com>
ent: Friday, June 27, 2025 11:59 AM
To: Debbie Root
Subject: [External] Re: Stadium phase 4

March 27, 2025

Thanks,
Jay

On Jun 27, 2025, at 8:28 AM, Debbie Root <Debbie.Root@canyoncounty.id.gov> wrote:

Jay,

What date did you actually send out the neighborhood meeting letters?

Respectfully,

Deb Root, MBA
Canyon County Development Services
debbie.root@canyoncounty.id.gov
208-455-6034

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: TBD Goodson Rd.

Parcel Number: 3788710100, 3788710300

City: Caldwell

State: ID

ZIP Code: 83607

Notices Mailed Date: April 9, 2025

Number of Acres: ~35

Current Zoning: CRRR

Description of the Request:

Replat of Lots 2, 3, & 4 of Stadium Subdivision

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Jay Gibbons

Company Name: ~~TRADITION HOMES~~ FEA ENGINEERING

Current address: 10167 Willis Road

City: Middleton

State: ID

ZIP Code: 83644

Phone: 208-863-1815

Cell: Same

Fax: —

Email: gibb5953@gmail.com

MEETING INFORMATION

DATE OF MEETING: 4/9/2025

MEETING LOCATION: #517506 Goodson Rd

MEETING START TIME: 6:00 PM

MEETING END TIME: 7:00 PM

ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. <u>Rob Hancock</u>	<u>[Signature]</u>	<u>16991 Susslowtail Rd Caldwell</u>
2. <u>Thyler McIlvanie</u>	<u>[Signature]</u>	<u>17886 Goodson</u>
3. <u>SPENCER KOFOED</u>	<u>[Signature]</u>	<u>8454 Brookhaven Pl Middleton</u>
4. <u>ALAN MILLS</u>	<u>[Signature]</u>	<u>Box 206 Middleton, Id.</u>
5. <u>Tony Myers</u>	<u>[Signature]</u>	<u>17506 Goodson Rd Caldwell</u>
6. <u>Jay Gibbons</u>	<u>[Signature]</u>	<u>10167 Willis Rd. Middleton</u>
7. <u>Steve Clark</u>	<u>[Signature]</u>	<u>27915 Rabbit Brush Rd.</u>
8. <u>Jason L. Cox</u>	<u>[Signature]</u>	<u>18265 Sand Hollow Rd</u>
9. <u>Lela Catkins</u>	<u>[Signature]</u>	<u>17074 Elm Court PR</u>

10.	Yarn Valley Center	17074 Elmcrest Dr
11.	John Calkins	17074 Elmcrest Dr
12.	Debbie Hancock	Ybarr mail @ icloud . com
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):

Jay S. Ribbons

APPLICANT/REPRESENTATIVE (Signature):



DATE: 04/09/2025

Fulmer Trust
26985 Margaret Ln
Caldwell ID 83607

Silvia Felix
26837 Margaret Ln
Caldwell ID 83607

Silvia Henderson
26915 Margaret Ln
Caldwell ID 83607

Nick Madril
17931 Goodson Rd
Caldwell ID 83607

Mark Ottens
17949 Goodson Rd
Caldwell ID 83607

Raybar Trust
17975 Goodson Rd
Caldwell ID 83607

Cheryl Bell
17993 Goodson Rd
Caldwell ID 83607

Halle Stutting
17030 Elmcrest Dr
Caldwell ID 83607

Mark Gregorio
17052 Elmcrest Dr
Caldwell ID 83607

Dennis Rino
17056 Elmcrest Dr
Caldwell ID 83607

Anthony Lee
26900 Edgewood Dr
Caldwell ID 83607

John Calkins
17074 Elmcrest Dr
Caldwell ID 83607

Michael Barta
17092 Elmcrest Dr
Caldwell ID 83607

Blake Milburn
26880 Edgewood Dr
Caldwell ID 83607

Anthony Lee
26900 Edgewood Dr
Caldwell ID 83607

Steve Logan
26901 Edgewood Dr
Caldwell ID 83607

Russell MacKiewicz
26891 Edgewood Dr
Caldwell ID 83607

Jackie Stills
17240 Elmcrest Dr
Caldwell ID 83607

Shiloh Brown
17250 E Elmcrest Dr
Caldwell ID 83607

Barrie Rex R And Barrie Cindy L
Rev Living Trust
17252 Elmcrest Dr
Caldwell ID 83607

Troy Demeyer
17254 Elmcrest Dr
Caldwell ID 83607

Kimberly Stumbaugh
26895 Wagner Rd
Caldwell ID 83607

William Travis
17081 Elmcrest Dr
Caldwell ID 83607

Vernen Vollmer
17261 Elmcrest Dr
Caldwell ID 83607

Alisa Gulley
17249 Elmcrest Dr
Caldwell ID 83607

Michael Gallagher
17241 Elmcrest Dr
Caldwell ID 83607

James Batchelor
17229 Elmcrest Dr
Caldwell ID 83607

Timothy Vetterick
17221 Elmcrest Dr
Caldwell ID 83607

Casey Kasum
16744 Goodson Rd
Caldwell ID 83607

Robert Hancock
16991 Swallowtail Rd
Caldwell ID 83607

UNIVERSITY
Jeff Davis
16995 Swallowtail Rd
Caldwell ID 83607

Scott Slipsager
17114 Goodson Rd
Caldwell ID 83607

Christine Ann Peace
17120 Goodson Rd
Caldwell ID 83607

Craig Smith
13396 Planet Ct
Riverside CA 92503

Rick Munson
27204 Serenity Ln
Caldwell ID 83607

Barry Blume
30492 N Stampede Rd
Athol ID 83801

David Cox
10346 Colburn Culver Rd
Sandpoint ID 83864

Jason Cox
17265 Sand Hollow Rd
Caldwell ID 83607

The Office Of Residing Elder Judith
Ann Glasse And Her Successor A
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PO Box 577
Caldwell ID 83606

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70 S 2nd St Apt 104
Eagle ID 83616

Jason Jones
17102 Goodson Rd
Caldwell ID 83607

Casey Kasum
16744 Goodson Rd
Caldwell ID 83607

Gregory Sergienko
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Eagle ID 83616

Dartanyon Burrows
27942 Gray Sage Rd
Caldwell ID 83607

Mann Travis And Jenny Family
27894 Gray Sage Rd
Caldwell ID 83607

Jack Keithley
PO Box 363
Middleton ID 83644

Troy Grever
27798 Gray Sage Dr
Caldwell ID 83607

Joel Wettstein
27857 Rabbit Brush Rd
Caldwell ID 83607

James Martin
27881 Rabbit Brush Rd
Caldwell ID 83605

Steven Clark
27915 Rabbit Brush Rd
Caldwell ID 83607

Sheina Gurney
27985 Gray Sage Rd
Caldwell ID 83607

Jason Peters
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Caldwell ID 83607

Sage Silver
17188 Big Sage Ct
Caldwell ID 83607

Robert Combes
17234 Big Sage Ct
Caldwell ID 83607

Anthony Fenicottero
17227 Big Sage Ct
Caldwell ID 83607

Glenn Schukei
30 Amber Way
Chico CA 95926

Thomas Armstrong
27825 Gray Sage Rd
Caldwell ID 83607

Dennis Jones
27629 Wagner Rd
Caldwell ID 83607

Patricia Alvey
27635 Wagner Rd
Caldwell ID 83607

Jeffrey Dominick
27705 Wagner Rd
Caldwell ID 83607

Kevin Neal
27713 Wagner Rd
Caldwell ID 83607

David Frederick
27755 Wagner Rd
Caldwell ID 83607

Dennis Jones
27629 Wagner Rd
Caldwell ID 83607

Dawni Farnworth
27720 Gray Sage Dr
Caldwell ID 83607

William Lappin
27705 Wagner Rd
Caldwell ID 83607

Dennis Jones
27629 Wagner Rd
Caldwell ID 83607

Jimmie Rebich
27639 Gray Sage Rd
Caldwell ID 83607

Orrall Family Trust
27675 Gray Sage Dr
Caldwell ID 83607

Wesley Tankersley
27705 Gray Sage Rd
Caldwell ID 83607

Bobby Harris
PO Box 983
Fruitland ID 83619

Jerry Uptmor
27751 Gray Sage Rd
Caldwell ID 83607

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Jay William Barney
17976 Goodson Rd
Caldwell ID 83607

James Crossley
27038 Serenity Ln
Caldwell ID 83607

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17114 Goodson Rd
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Caldwell ID 83607

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17373 Goodson Rd
Caldwell ID 83607

Rogelio Duarte
17097 Goodson Rd
Caldwell ID 83607

Michael W Repp
26951 Wagner Rd
Caldwell ID 83607

Millard Yorgensen
26953 Wagner Rd
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Tradition Custom Homes
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17301 Goodson Rd
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Amy Woodruff
26938 Breakaway Ln
Caldwell ID 83607

UNIVERSITY
Wesley Jennings
17571 Goodson Rd
Caldwell ID 83607

Myron Kershaw
17530 Galloway Rd
Caldwell ID 83607

Same-day delivery 5160
Sft Family Trust
26522 Stafford Rd
Caldwell ID 83607

Chaney Stotts Jr
27486 Howling Hills Ln
Caldwell ID 83607

Fred Murphey
18175 Sand Hollow Rd
Caldwell ID 83607

Chaney Stotts
19300 Goodson Rd
Caldwell ID 83607

McMorris L And J Trust
18116 Goodson Rd
Caldwell ID 83607

Christian Baker
18056 Goodson Rd
Caldwell ID 83607

Jed Yore
18048 Goodson Rd
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Ryan McMorris
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Christian Baker
18056 Goodson Rd
Caldwell ID 83607

Jed Yore
18048 Goodson Rd
Caldwell ID 83607

Ryan McMorris
27494 Howling Hills Ln
Caldwell ID 83607

NEIGHBORHOOD MEETING NOTICE

To Whom it May Concern:

There will be a neighborhood meeting held:

Date: April 9, 2025

Time: 6:00 PM

Location: 17506 Goodson Road, Caldwell, Idaho

This notice has been sent to all residents within 600 feet of the subject property. It is to inform you that Tradition Homes is requesting a modification to the existing Development Agreement for The Stadium Development.

It is proposed that 14 previously approved lots be transferred to property within the development now known as Stadium Phase 4.

A proposed layout of the 14 lots is enclosed with this notice. It will also be discussed at the neighborhood meeting. This will be your opportunity to review the proposed plat and make comments to the owners' representatives. There will be no representatives from Canyon County Development Services at the meeting.

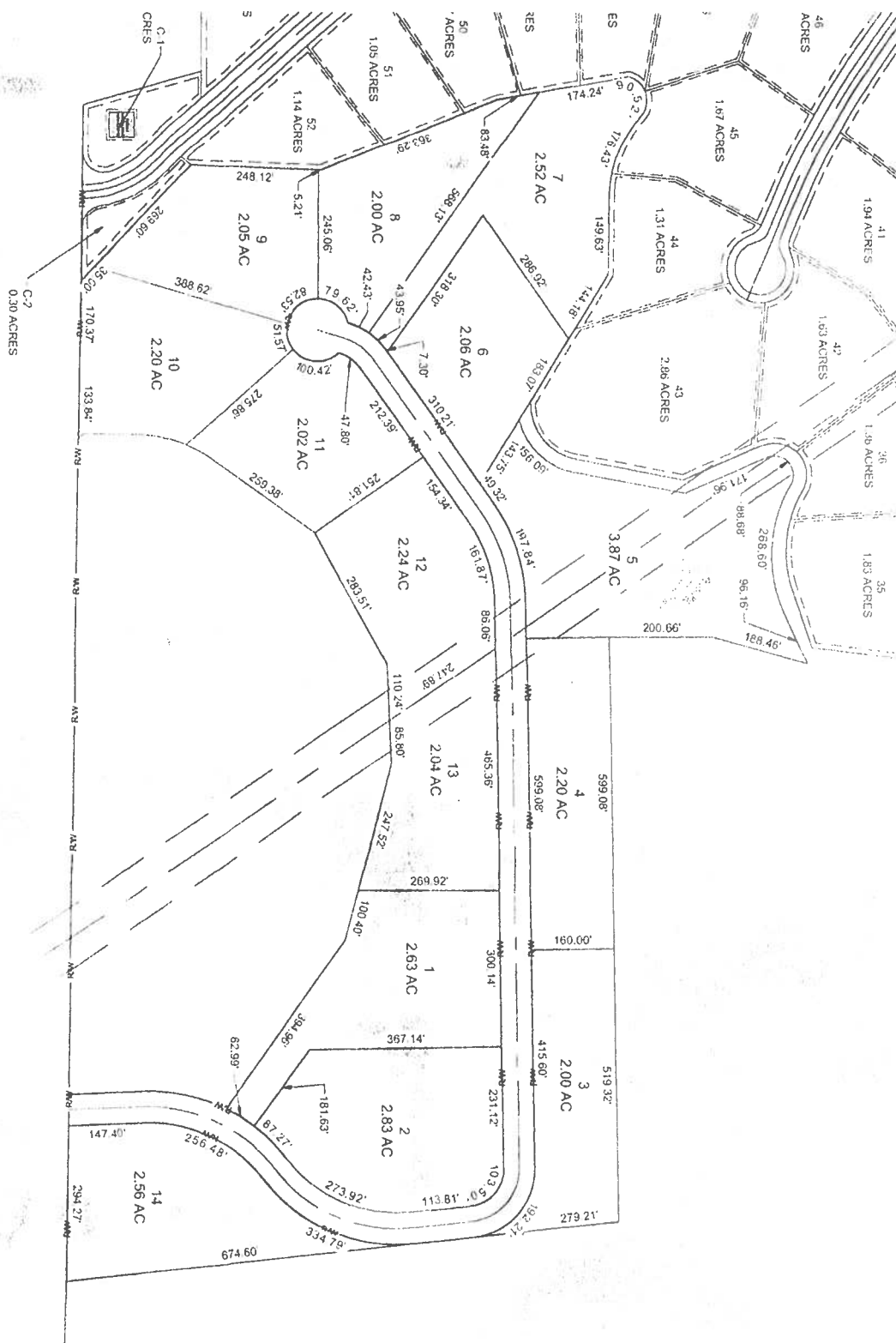
At a future date there will be a public meeting held where anyone will be able to make comment on the proposed modifications to the Development Agreement and Plat.

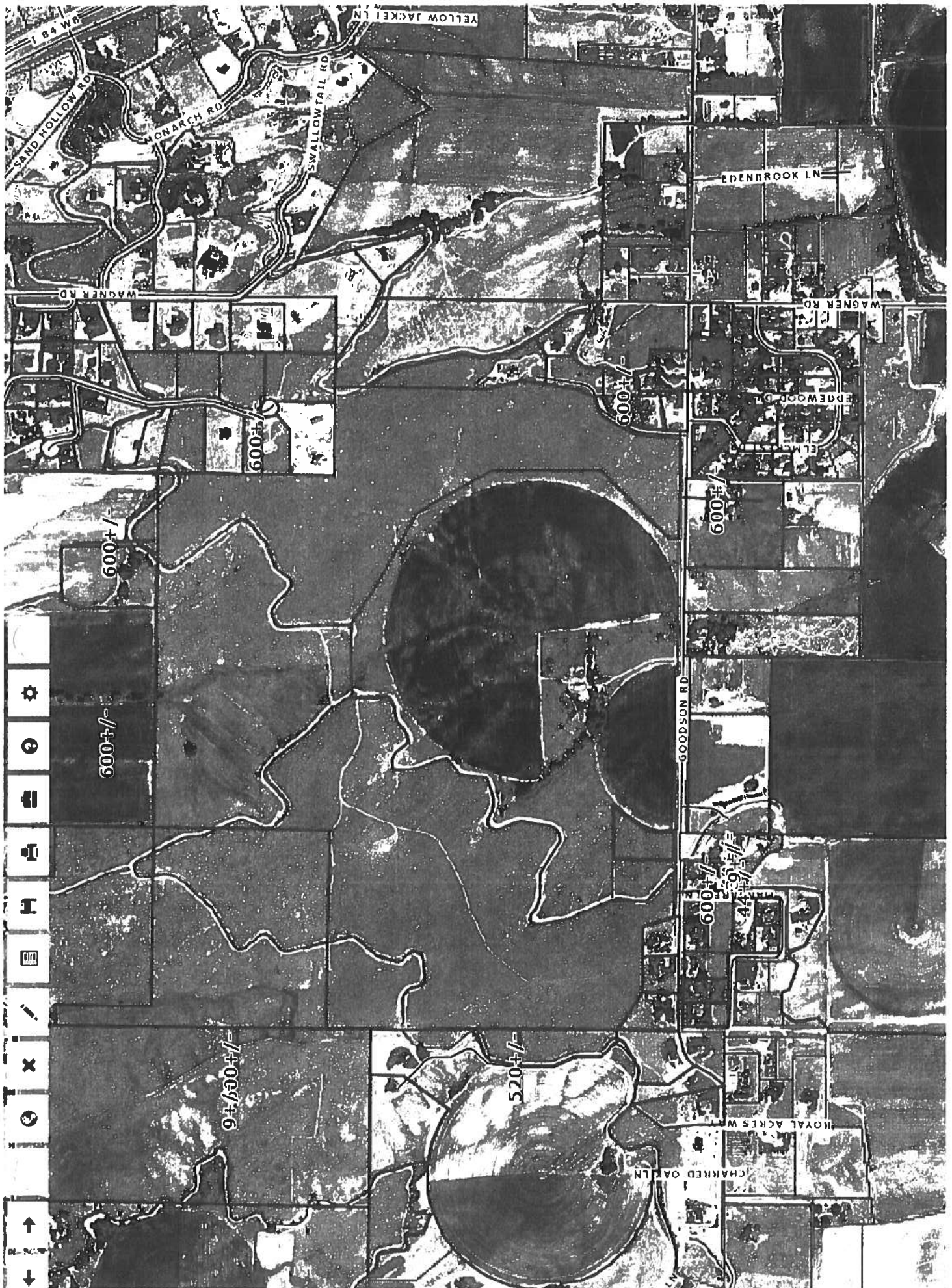
Thank you,

Jay S Gibbons

Representative of Tradition Homes, Stadium Development

208-863-1815







Canyon County Development Services
111 North 11th Avenue, #310
Caldwell, Idaho 83605
www.canyoncounty.id.gov
208-402-4164

AFFIDAVIT OF LEGAL INTEREST

I, Spencer Koford (name), 8454 Brookhaven Pl (address)
Middleton (city), ID (state) 83644 (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

Jay Gibbons (name), 10167 Willis Rd, Middleton, ID 83644 (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 14th day of May, 20 25.

[Signature]
(signature)

STATE OF IDAHO)

ss

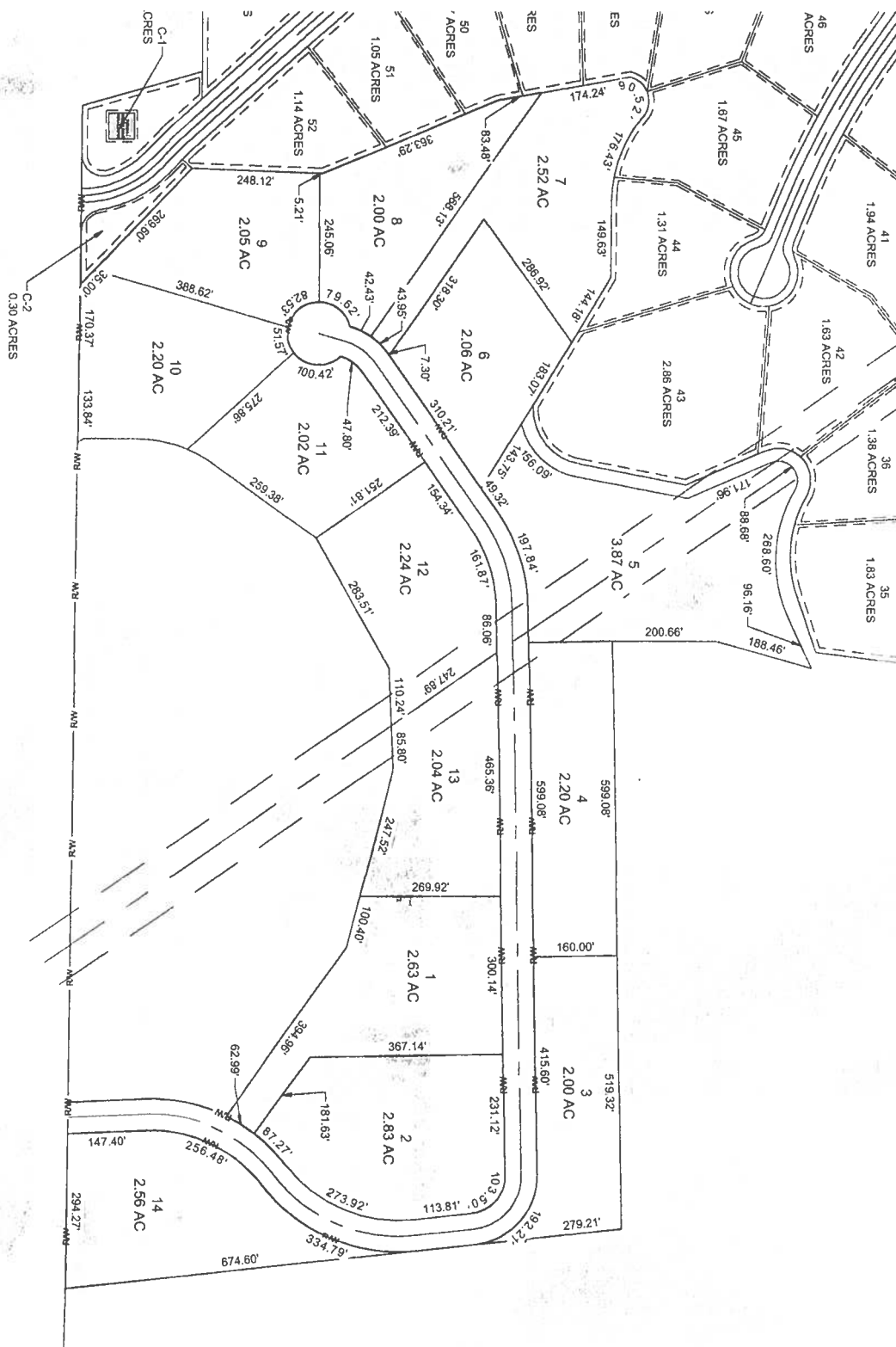
COUNTY OF CANYON)

On this 14th day of MAY, in the year 20 25, before me Jacob Thibault,
a notary public, personally appeared Spencer Koford, 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: 03/27/2029



FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT ("Amendment") TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT dated January 5, 2025 ("Agreement") is made by and between Canyon County, a political subdivision of the State of Idaho ("County") and Tradition Capital Partners, LLC, an Idaho limited liability company ("Tradition"), as the owner of Property 1, and Tradition and Austin Acres, LLC, an Idaho limited liability company, as tenants in common and owners of Property 2 ("TIC Owners"), and is entered into and effective this ____ day of _____, 2025. Tradition and TIC Owners may jointly and collectively be referred to herein as "Owners". The County, Tradition and TIC Owners may be collectively referred to herein as "Parties" and individually as "Party."

RECITALS

WHEREAS, the County, J.A.P.S. of Idaho, LLC ("LLC") and the Glen C. Olsen and Evelyn J. Olsen Living trust ("Olsen") entered into the Agreement which is being amended by this Amendment;

WHEREAS, since the execution of the Agreement Tradition has acquired and now owns Property One and Property Three which are two of the three properties noted in and subject to the Agreement;

WHEREAS, TIC Owners have acquired and own Property Two which is the other property noted in and subject to the Agreement.

WHEREAS, Owners acknowledge and agree that they possess and are subject to the rights, terms and obligations contained in the Agreement;

WHEREAS, in the Agreement, Property One was approved for 178 residential parcels and Property Two was approved for 3 residential parcels;

WHEREAS, the Owners desire to reduce the number total number of residential parcels available on Property One and transfer some of the residential parcels from the approved total for Property One to Property Two;

WHEREAS, Owners are proposing to transfer 11 of the 178 residential parcels from Property One to the non-farm ground on Property Two which means that the new total number of residential parcels available on Property Two would be 14;

WHEREAS, The Owners are proposing to reduce the 178 residential parcels allowed on Property One by 40 which means that the new total of residential parcels allowed on Parcel One would be 138;

WHEREAS, The proposed reduction on Property One and the transfer to Property Two results in a net reduction of 29 residential parcels from the total number of residential parcels on the entire property subject to the Agreement;

WHEREAS, The Parties are reducing the total amount of residential parcels approved under the Agreement and the new residential parcels on Property Two would be located primarily on the dry non-farm ground on Property Two in substantial compliance with the attached site plan;

WHEREAS, Owners and County desire to amend the Agreement with this Amendment as provided herein; and

WHEREAS, Section 14.1 of the Agreement provides that the Agreement may be amended following notice and public hearing in accordance with Canyon County Code, and following said notice and hearing the County found that this First Amendment to the Agreement is in the public interest and in accordance with the intent of the Agreement and therefore the Parties desire to amend the Agreement as provided herein.

NOW THEREFORE, based upon good and valuable consideration, the receipt and sufficiency of which is hereby recognized, the Parties agree as follows:

1. The Parties hereby amend Exhibit B "Conditions" to the Agreement as follows:
 - a. The Conditions Applicable to Property 1, Section 5.b. is hereby amended to reduce the maximum number of residential parcels from one hundred seventy eight (178) to one hundred thirty eight (138).
 - b. The Conditions Applicable to Property 2, Section 3.b. is amended, repealed and replaced in its entirety so that it now reads as follows: "The Property 2 shall be limited to up to 14 residential parcels, including the existing home. The minimum average lot size of the residential parcels on Property 2 shall be two acres. The 14 residential parcels on Property 2 are to be located on Property 2 in substantial conformance with the Site Plan attached hereto as Exhibit C."
2. The new Exhibit C to be attached to and incorporated into the Agreement is attached to this Amendment as Attachment 1.
3. The other terms and conditions of the Agreement are to remain the same.
4. The Owners individually and collectively acknowledge and agree that they are subject to the rights, terms, obligations and conditions contained in the Agreement, as amended.

*** SIGNATURES ON THE FOLLOWING PAGE ***

IN WITNESS WHEREOF, the undersigned as Parties to the Development Agreement and this First Amendment to the Development Agreement have affixed their signatures as of the day and year first hereinabove written.

Tradition Capital Partners, LLC
Individually and as a TIC Owner



Spencer Kofoed, Member

Austin Acres, LLC
TIC Owner



Name:
Its:

CANYON COUNTY

Brad Holton, Commissioner

Zach Brooks, Commissioner

Leslie Van Beek, Commissioner

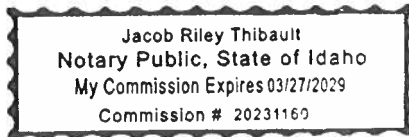
Attest:

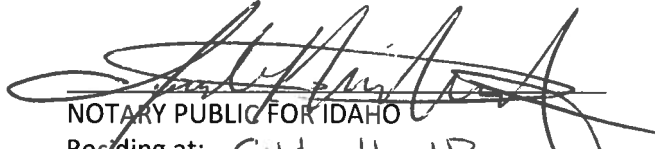
Clerk

STATE OF IDAHO)
):ss
County of Canyon)

On this 24 day of June, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Spencer Kofoed, known or identified to me to be a member/manager of Tradition Capital Partners, LLC and the person who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



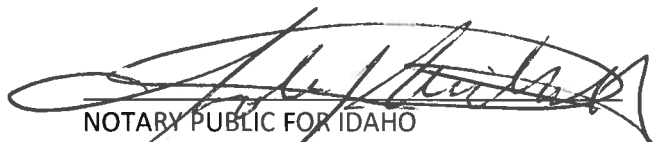

NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, ID
My commission expires: 03/27/2029

STATE OF IDAHO)
):ss
County of Canyon)

On this 24 day of June, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Joe Austin, known or identified to me to be a member/manager of Austin Acres, LLC and the person who executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of the said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




NOTARY PUBLIC FOR IDAHO
Residing at: Caldwell, ID
My commission expires: 03/27/2029

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Brad Holton known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Zach Brooks known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

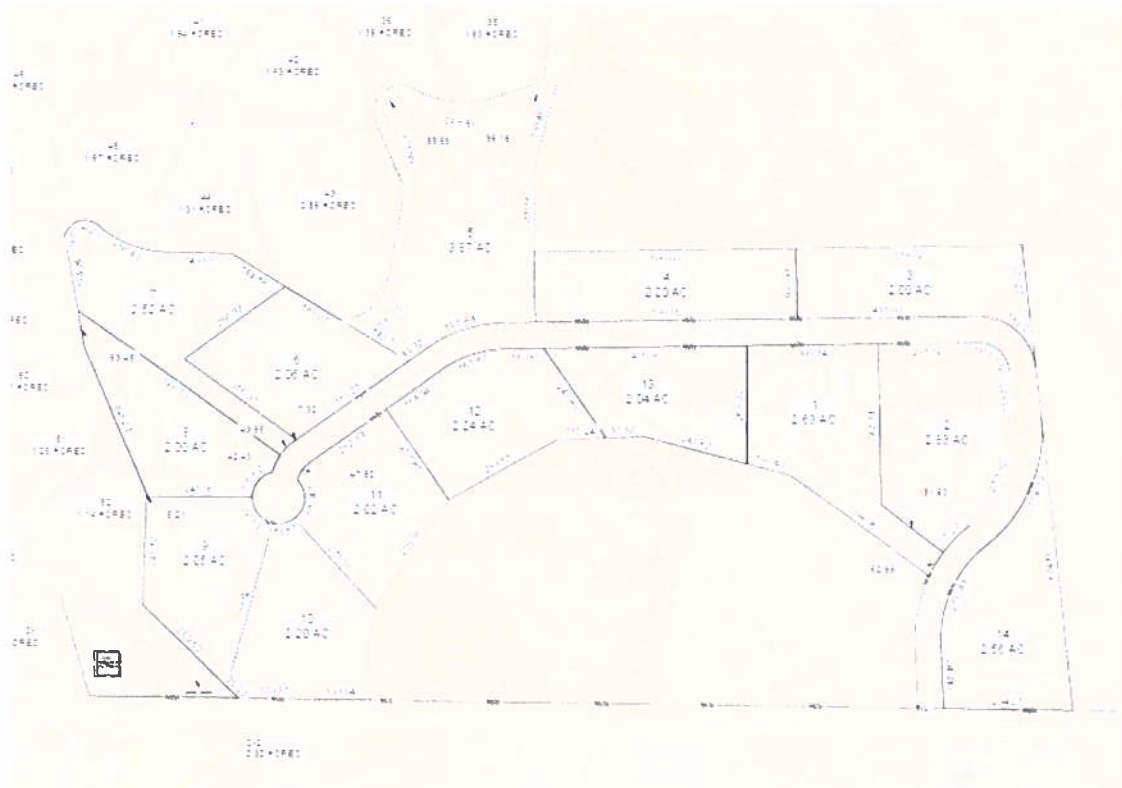
STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Leslie Van Beek known or identified to me to be a Canyon County Commissioner and the person who executed the foregoing instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

EXHIBIT C – Site Plan Property 2





Escrow No.: 34602442433-TK

THIS INSTRUMENT FILED FOR RECORD
BY FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.

2024-042275	
RECORDED	
12/30/2024 04:15 PM	
RICK HOGABOAM	
CANYON COUNTY RECORDER	
Pgs=3 MBROWN	\$15.00
TYPE: DEED	
FIDELITY NATIONAL TITLE BOISE	
ELECTRONICALLY RECORDED	

WARRANTY DEED

FOR VALUE RECEIVED

Traditions Capital Partners, LLC, an Idaho limited liability company

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Traditions Capital Partners, LLC, an Idaho limited liability company and Austin Acres, LLC an Idaho limited liability company as Tenants in Common

GRANTEE(S), whose current address is: **10230 Purple Sage Rd., Middleton, ID 83644**

the following described real property in Canyon County, Idaho, more particularly described as follows, to wit:


SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 30th day of December, 2024.

Traditions Capital Partners, LLC, an Idaho limited liability company

BY: 
Spencer Kofoed
Manager

WARRANTY DEED

(continued)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 26 day of Dec., 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared Spencer Kofoed, known or identified to me to be the person whose name is subscribed to the within instrument, as the Manager of Traditions Capital Partners, LLC, an Idaho limited liability company, a LimitedLiabilityCompany and acknowledged to me that he executed the same as such Manager.

Signature: Tammie K Knobloch

Name: Star. D

Residing at: 1-71-2030

My Commission Expires: 1-11-2030

(SEAL)

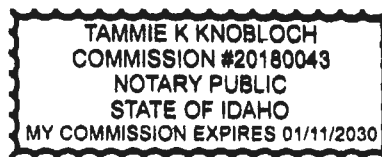


Exhibit "A"

Lots 2, 3 and 4 in Block 1 of The Stadium Subdivision, according to the official plat thereof, filed in Book 47 of Plats at Page(s) 20, records of Canyon County, Idaho.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Todd M. Lakey
Borton-Lakey Law & Policy
141 E. Carlton Avenue
Meridian, Idaho 83642
todd@borton-lakey.com
208-908-4415

2024-027305	
RECORDED	
08/28/2024 02:11 PM	
RICK HOGABOAM	
CANYON COUNTY RECORDER	
Pgs=3 TYOUREN	\$15.00
TYPE: DEED	
BORTON-LAKEY LAW OFFICES	
ELECTRONICALLY RECORDED	

(Space Above For Recorder's Use)

QUITCLAIM DEED

THIS DEED is made and executed by J.A.P.S. of Idaho, LLC, an Idaho limited liability company, hereinafter referred to as the "Grantor", to Tradition Capital Partners, LLC, an Idaho limited liability company, herein after referred to as the "Grantee", whose address is 8454 Brookhaven Place, Middleton, Idaho 83644 quitclaiming all of the Grantor's right, title and interest in and to that certain real property lying in Canyon County, Idaho, as more particularly described as follows:

See Exhibit A attached hereto and incorporated by reference herein.

TO HAVE AND TO HOLD, all and singular the said real property, together with all appurtenances, tenements, hereditaments, reversions, remainders, rents, issues, profits, rights-of-way, and water rights in anywise appertaining to the real property herein described, as well in law as in equity, unto Grantees, and their heirs and assigns forever.

WITNESS the hand of said Grantor this 7th day of August 2024.

Jay Gibbons

Jay Gibbons, Manager

STATE OF IDAHO)
) ss.
County of Canyon)

On this 7th day of August, 2024, before me a Notary Public, personally appeared Jay Gibbons known or identified to me to be the Manager of J.A.P.S. of Idaho, LLC and the person that executed the instrument, and acknowledged to me that he executed the same on behalf of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



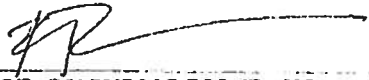

NOTARY PUBLIC FOR IDAHO
Residing at Meridian, ID
My Commission Expires 3/27/29

EXHIBIT A – Legal Description

Lot 1, Block 1 of The Stadium Subdivision recorded on July 27, 2018 as Instrument No. 2018-033112 in the Canyon County Recorder's Office Book 47 Page 20.



2017-000927
RECORDED
01/06/2017 11:27 AM

00275319201700009270390395

CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=39 SDUPUIS NO FEE
AGR
CANYON COUNTY COMMISSIONERS

Canyon County Recorder's Office Document Cover Sheet



AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") by and between Canyon County, a political subdivision of the State of Idaho ("County"), the Glen C. Olsen and Evelyn J. Olsen Living Trust ("Olsen") and J.A.P.S. of Idaho, LLC, an Idaho Limited Liability Company ("LLC") (collectively referred to as "Parties" and individually as "Party") is entered into and effective this ____ day of January 5, 2017 and hereby amends and restates the Development Agreement entered into by the Parties October 13, 2010 and the First Amended Development Agreement dated November 21, 2012 (jointly referred to as "Previous Agreement") as set forth herein.

RECITALS

WHEREAS, the Parties entered into the Previous Agreement as part of the mutual effort by LLC and Olsen to conditionally rezone their properties;

WHEREAS, LLC and Olsen continue to have a cooperative relationship however they recognize that that relationship may not be the same in the future when dealing with heirs, an estate and/or with different entities; and

WHEREAS, Olsen and LLC continue to support one another's respective plans for their properties however they recognize that those plans are distinct and different; and

WHEREAS, LLC owns Canyon County tax parcels R37887024, R37887022 and R37887024A which when combined consists of approximately 222.6 acres and which are cumulatively referred to hereafter as "Property 1" which is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Olsen owns Canyon County tax parcels R37887, R37887024B which when combined consists of approximately 134.3 acres and which are cumulatively referred to hereafter as "Property 2" and which is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, Olsen owns Canyon County tax parcels R3790001000 which consists of approximately 18.5 acres which is referred to hereafter as "Property 3" and is more specifically described in Exhibit A attached hereto and incorporated by reference herein;

WHEREAS, LLC and Olsen desire to articulate the specific number of lots allowed under the previous approval by the County rather than describe how the maximum number of lots allowed on the respective properties is to be calculated;

WHEREAS, LLC and Olsen recognize that it makes sense and will be more efficient to specify the duties and obligations applicable to the respective Properties that are the subject of this Agreement; and

WHEREAS, LLC and Olsen desire to amend, replace and restate the Previous Agreement via this Agreement; and

AGREEMENT

PAGE 1 OF 36

WHEREAS, following notice and public hearing in accordance with Canyon County Code the Canyon County Commissioners found that this Amended and restated Development Agreement is in the best interest of the public and the Parties desire to amend, replace and restate the Development Agreement.

NOW THEREFORE, based upon good and valuable consideration, the receipt and sufficiency of which is hereby recognized, the Parties agree as follows:

1. PROPERTY

LLC owns Property 1 which is more specifically described in Exhibit A, attached hereto and incorporated by reference herein. Olsen owns Property 2 and Property 3 which are more specifically described in Exhibit A, attached hereto and incorporated by reference herein. The terms and conditions of this Agreement shall run with Property 1, Property 2 and Property 3 and remain in effect respectively until terminated in accordance with the terms contained herein and Idaho Code. Property 1, Property 2 and Property 3 may jointly be referred to herein as the "Subject Properties" and individually as "Property." LLC and Olsen represent that they each have a legal or equitable interest in their respective properties and that all other persons/entities holding legal or equitable interests in the Subject Properties are to be bound by this Agreement. The use of the term "owner" and "development" refers to the owner and the development of Property 1, Property 2 or Property 3 respectively in accordance with the context of the use of those terms.

2. AUTHORIZATION

2.1 This Agreement is authorized by Idaho Code §67-6511A; Canyon County Code of Ordinances 07-06-07 (Conditional Rezoning); and Canyon County Amended Resolution Number 95-232.

2.2 This Agreement shall vest the right to develop the Property 1, Property 2 and Property 3 as described and restricted in Exhibit B, attached hereto and incorporated by reference herein. The failure of a Party to comply with the terms and conditions of this Agreement applicable to Property 1, Property 2 or Property 3, as applicable, constitutes a default of this Agreement as to that Party and the applicable Property.

3 STRUCTURE

Titles and subtitles of this Agreement are only used for organization and structure and the language in each paragraph of this Agreement should control with regard to determining the intent and meaning of the parties.

4 LAWS AND REGULATIONS

Olsen and LLC shall comply with applicable state and federal laws and regulations. LLC and Olsen shall comply with applicable county ordinances and the terms of this Agreement. This Agreement shall not prevent the County in subsequent actions applicable to the respective Property from applying new ordinances and regulations that do not conflict with the commitments applicable to each Property as set forth in this Agreement and from applying

the requirements imposed by Canyon County Amended Resolution Number 95-232. This Agreement shall not preclude the application of any law or regulation, specifically mandated and required by changes in state or federal laws or regulations, to the Subject Properties. In the event such law prevents or precludes compliance with one or more provisions of this Agreement, the County and the LLC and/or Olsen, as applicable, shall meet and confer to determine how provisions of this Agreement would need to be modified or suspended in order to comply with the law and shall prepare and process the necessary amendment(s) to this Agreement or the parties may mutually elect to terminate this Agreement. Nothing in this Agreement shall be construed to be in derogation of the County's police power to protect the health, safety, and general welfare of the public. 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 and to the extent they are not in conflict with the provisions of this Agreement. Further, LLC and Olsen agree to respectively indemnify, defend and hold harmless County for any loss, expense, or damage of any type experienced by County as a result of their violation of the guarantee requirements of this paragraph.

5 LIABILITY, INDEMNITY AND COOPERATION

- 5.1 LLC and Olsen shall defend, indemnify and hold County, its officers, agents, employees, contractors and subcontractors harmless for injuries to persons or property resulting from the negligence or willful conduct of their respective officers, agents, employees, contractors and subcontractors in performing the duties described in this Agreement.

In the event County is alleged to be liable in any manner, as a result of acts, omissions, willful conduct and/or negligence of LLC or Olsen, LLC or Olsen shall respectively indemnify and hold County, its officers, agents, employees, contractors and subcontractors harmless from and against all liability, claims, loss, costs, and expenses arising out of this Agreement. LLC or Owner shall defend against such allegations through counsel chosen by County and LLC or Owner shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

- 5.2 LLC and Olsen acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to LLC's and Olsen's conditional rezone application in Development Services Department Case Number CPR2009-1 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. LLC and Olsen 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.

6. ZONING REVERSION CONSENT

The execution of this Agreement shall be deemed written consent by LLC and Olsen to change the zoning of Property 1, Property 2 and Property 3, as applicable, to its prior designation upon default of the terms and conditions of this Agreement as to Property 1,

Property 2 or Property 3. Any reversion shall only be applicable to respective Property to which the default applies. 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 County finds that the LLC or Olsen has not substantially complied with this Agreement, the Board of County Commissioners may order that the Property owned by Olsen or LLC which is the subject to the default will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the property conditionally rezoned from "A" (Agricultural) Zone designation to "RR" (Rural Residential) Zone designation shall revert back to the "A" (Agricultural) Zone designation.

7. ANNUAL REVIEW

County may, while this Agreement is in effect, annually review the extent of good faith substantial compliance with the terms of this Agreement. LLC and/or Olsen shall have the duty to demonstrate good faith compliance with the terms of this Agreement during such review.

8. DEFAULT AND TERMINATION

8.1 Failure or unreasonable delay by the owner of Property 1, Property 2 or Property 3 to perform any term or provision of this Agreement applicable to that Property shall constitute a violation under this Agreement and may result in termination of this agreement and reversion of the zoning as to that Property. Prior to termination as set forth herein, the County shall provide written notice of such violation. Said notice shall specify the nature of the alleged violation and the manner in which said violation may be satisfactorily cured. If the nature of the alleged violation is such that it cannot reasonably be cured within 90 days after written notice, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Subject to the foregoing, after notice and expiration of the 90-day period without cure, the violation may be deemed by the County to be a default under this Agreement and the County, solely as its option, may institute legal proceedings pursuant to this Agreement and/or give notice of intent to terminate the agreement as to the Property in question, and, in either event, the owner of the applicable Property shall not be entitled to any additional time to cure such violation.

8.2 In the event the County violates the terms of this Agreement, the owner of each of the Subject Properties shall have all rights and remedies provided herein or under applicable law, including without limitation the right to seek specific performance by the County, injunctive relief and/or other damages.

8.3 In addition to specific provisions of this Agreement, performance by either the County or the owner of each of the Subject Properties shall not be deemed to be in default where delays or defaults are due to war, insurrection, strike, walk-out, riot, flood, earthquake, fire, casualty, or act of God. As long as a Party has provided governmental agencies all necessary information in a timely manner, performance hereunder shall not be deemed in default where delays or defaults are due to governmental agencies. An

extension of time necessary to gain approval of another independent governmental agency as required in the conditions of approval will be granted upon written request. The grant of a time extension shall be in writing and shall specify the period of excused delay.

8.4 This Agreement automatically terminates as to each of the Subject Properties upon completion of conditions of the Conditional Rezone and/or this Agreement applicable to that Property (Property 1, Property 2 or Property 3).

9. RELATIONSHIP OF PARTIES

It is understood that this Agreement between the Parties is such that LLC and Olsen are independent parties and are not agents of the County.

10. NOTICE

10.1 Any notice, demand, or other communication (hereinafter "Notice") given under this Agreement shall be in writing and given personally or by registered or certified mail (return receipt requested). If given by registered or certified mail, a notice shall be deemed to have been given and received on actual receipt by the addressee. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. A courtesy copy of the notice may be sent by electronic means or facsimile transmission. Any party may designate any other address in substitution of the address contained herein by like written notice.

10.2 Notices shall be given to the parties at their addresses set forth below:

If to County, to:

Canyon County Development Services Dept.
111 N. 11th Avenue, #140
Caldwell, Idaho 83605
Attention: Director
Telephone: 208-454-7458
Facsimile: 208-454-6633

With copy to:

Canyon County
Attn: Chief Civil Deputy Prosecuting Attorney
1115 Albany Street
Caldwell, Idaho 83605
Telephone: 208-454-7391
Facsimile: 208-455-5955

If to LLC, to:

JAPS of Idaho, LLC
Manager Jay Gibbons
10167 Willis Road
Middleton, Idaho 83644

If to Olsen, to

Glen C. Olsen, Trustee
17506 Goodson Road
Caldwell, Idaho 83607

11. ASSIGNMENT

Olsen and LLC shall each continue to be responsible for performing their respective obligations under this Agreement as to a transferred parcel until such time as there is delivered to the County a legally binding instrument, in a form reasonably acceptable to the County, whereby Transferee agrees to be subject to this Agreement and perform and comply with all terms and conditions and/or other obligations of this Agreement applicable to the transferred parcel as set forth in Idaho Code § 67-6511A.

12. ENTIRE AGREEMENT, COUNTERPARTS AND RECORDING

12.1 This writing embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded and replaced by this Agreement.

12.2 The recitals to this Agreement are incorporated into this Agreement by this reference as if fully set forth herein.

12.3 The County shall record an executed original of this Agreement at the Canyon County Recorder's Office. Olsen and LLC agree that they may be required by the County pay any recording fees necessary to record this Agreement with the Canyon County Recorder's Office.

13. COVENANTS APPURTENANT

The covenants and conditions applicable to Property 1, Property 2 and Property 3 as set forth herein shall be appurtenant to and run with the land and shall be binding upon Olsen and LLC, as applicable, and their heirs, successors, and assigns.

14. MISCELLANEOUS

14.1 Amendment. Modifications to this Agreement may be made only by the written permission of the Board of Canyon County Commissioners after complying with the

AGREEMENT

PAGE 6 OF 36

notice and hearing provisions of Idaho Code, § 67-6511A. Any amendment(s) to this Agreement shall be recorded by the Party seeking the amendment.

- 14.2 Interpretation. Unless otherwise specifically defined herein, capitalized terms used herein shall have the same meaning as ascribed to such terms either in the Local Land Use Planning Act, Idaho Code §§ 67-6501 et seq. or Chapter 7 of the Canyon County Code, as the case may be. In the event of any conflict between terms in the state statute and terms in the County Code, the terms in the state statute shall prevail. Any term contained in this Agreement not so defined shall be given general common understanding.
- 14.3 No Agency, Joint Venture or Partnership. The County, Olsen and LLC hereby renounce the existence of any form of joint venture or partnership between the County and Olsen or the County and LLC. Parties agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the County joint ventures or partners of Olsen or LLC.
- 14.4 Severability. If any provision of this agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be disregarded and the remaining portions of this Agreement shall continue in effect. However, if such provision is not severable from the balance of the Agreement so that the mutually dependent rights and obligations of the County and the owner of the applicable Property remain materially unaffected, this Agreement shall become void as to the County and the owner of Property 1, 2 and/or 3, as applicable.
- 14.5 Construction. This Agreement has been reviewed by the Parties and each has had the opportunity to have its legal counsel review and revise the Agreement; therefore, the Parties agree that no presumption or rule that ambiguities shall be construed against a particular Party shall apply to the interpretation or enforcement of this Agreement.
- 14.6 Choice of Law. This Agreement and its performance shall be construed in accordance with and governed by the laws of the state of Idaho, with venue for any action brought pursuant to this Agreement to be in the Third Judicial District, State of Idaho.
- 14.7 Waivers. No provision or condition of this Agreement shall be considered waived unless duly amended as provided in Section 14.1. The failure of a Party to require strict performance of any term or condition of this Agreement or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of the Party.
- 14.8 Third Party Beneficiaries. Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of any third party.

14.9 Previous Agreement. The Previous Agreement entered into by the Parties is superseded and replaced with this restated Agreement and the rights and obligations of the County, Olsen and LLC are contained in this Agreement.

14.10 Subsequent Development. Any subsequent development of Property 1, Property 2 or Property 3 does not require the consent of the owner of the either of the other aforementioned properties. Any increase in the number of lots allowed on any of the aforementioned properties is only permitted by amendment to this Agreement as to that Property.

IN WITNESS WHEREOF, the undersigned as Parties to this Amended and Restated Development Agreement have affixed their signatures as of the day and year first hereinabove written.

J.A.P.S. OF IDAHO LLC:

Jay Gibbons,
J.A.P.S., LLC

Mike Conklin

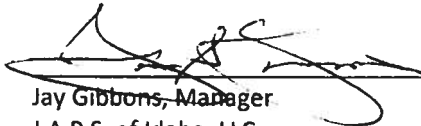
Glen C. Olsen

AGREEMENT


~~PAGE 8 OF 36~~
PAGE 8a of 36

IN WITNESS WHEREOF, the undersigned as Parties to this Amended and Restated Development Agreement have affixed their signatures as of the day and year first hereinabove written.

J.A.P.S. OF IDAHO, LLC


Jay Gibbons, Manager
J.A.P.S. of Idaho, LLC

GLEN C. OLSEN AND EVELYN J. OLSEN LIVING TRUST


Glen C. Olsen, Trustee

BOARD OF CANYON COUNTY COMMISSIONERS:

Steven J. Rule, Chairman

Commissioner Craig L. Hanson

Commissioner Tom Dale

Attest:

~~LLC & Olsen~~
~~DA Mod PH2016-61~~

Agreement

~~Amended and Restated Development Agreement~~
~~Page 8 of 38~~

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Page 10 of 39
02/04/2025 2:48 PM

STATE OF IDAHO)
) :ss
County of Canyon)

On this 3rd day of JANUARY, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jay Gibbons**, known or identified to me to be the Manager of J.A.P.S. of Idaho, LLC and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

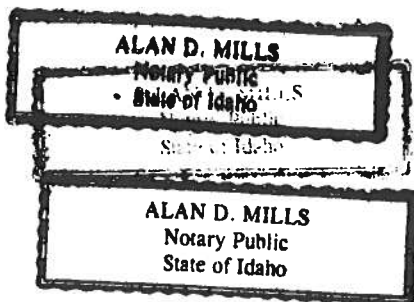


Alan D. Mills
NOTARY PUBLIC FOR IDAHO
Residing at: MIDDLETON
My commission expires: SEPT. 9, 2017

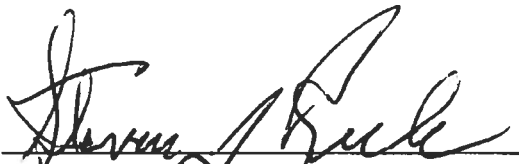
STATE OF IDAHO)
) :ss
County of Canyon)

On this 4th day of JANUARY, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Glen C. Olsen** known or identified to me to be the Trustee of the Glen C. Olsen and Evelyn J Olsen Living Trust and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Alan D. Mills
NOTARY PUBLIC FOR IDAHO
Residing at: MIDDLETON
My commission expires: SEPT. 9, 2017


Canyon County Commissioner


Canyon County Commissioner


Canyon County Commissioner



Attest: 
Deputy

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Jay Gibbons**, known or identified to me to be the Manager of J.A.P.S., LLC and the person who executed the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

STATE OF IDAHO)
):ss
County of Canyon)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said state, personally appeared **Glen C. Olsen** known or identified to me to be the Trustee of the Glen C. Olsen and Evelyn J Olsen Living Trust and the person who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of said Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC FOR IDAHO
Residing at: _____
My commission expires: _____

AGREEMENT

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**EXHIBIT A – LEGAL DESCRIPTIONS
PROPERTY 1**

**Consisting of the property described in the attached Special Warranty Deed and Quitclaim Deed totaling
nine (9) Pages**

R37887022

File No.: 200607445

This parcel consists of the Southeast Quarter of the Northwest Quarter, the Southwest Quarter of the Northeast Quarter and the West Half of the Northeast Quarter of the Southeast Quarter of Section 18, Township 5 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southwest corner of said West Half of the Northeast Quarter of the Southeast Quarter of said Section 18, a found G.L.O. brass cap monument; thence

North 0° 13' 09" East along the West boundary of said West Half of the Northeast Quarter of the Southeast Quarter a distance of 1,318.67 feet to the Northwest corner of said West Half of the Northeast Quarter of the Southeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 59' 20" West along the South boundary of said Southwest Quarter of the Northeast Quarter and said Southeast Quarter of the Northwest Quarter a distance of 2,646.06 feet to the Southwest corner of said Southeast Quarter of the Northwest Quarter, a found G.L.O. brass cap monument; thence

North 0° 04' 52" East along the West boundary of said Southeast Quarter of the Northwest Quarter a distance of 1,316.05 feet to the Northwest corner of said Southeast Quarter of the Northwest Quarter, a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 89° 57' 21" East along the North boundary of said Southeast Quarter of the Northwest Quarter a distance of 1,321.84 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 55' 05" East along the North boundary of said Southwest Quarter of the Northeast Quarter a distance of 1,325.82 feet to the Northeast corner of said Southwest Quarter of the Northeast Quarter, a found 5/8 inch diameter rebar; thence

South 0° 09' 00" West along the East boundary of said Southwest Quarter of the Northeast Quarter a distance of 1,317.44 feet to the Southeast corner of said Southwest Quarter of the Northeast Quarter, a found G.L.O. brass cap monument; thence

North 89° 58' 58" East along the North boundary of the West Half of the Northeast Quarter of the Southeast Quarter a distance of 662.37 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

South 0° 13' 38" West along the East boundary of said West Half of the Northeast Quarter of the Southeast Quarter a distance of 1,321.02 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped L.S. 3627; thence

North 89° 48' 51" West along the South boundary of said West Quarter of the Northeast Quarter of the Southeast Quarter a distance of 662.17 feet to the POINT OF BEGINNING.

~~LLC & Olsen~~
~~DA Mod PH2016.61~~

Agreement

~~Amended and Restated Development Agreement~~

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R37887024

Project No. 06145
Date: November 13, 2012
Page 1 of 3

A portion of the NW1/4 of the SE1/4, the NE1/4 of the SW1/4, the SE1/4 of the SW1/4, Government Lot 3 and Government Lot 4, all in Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

BEGINNING at the west one-quarter corner of said Section 18; thence, along the north line of said Government Lot 3,

- 1) S.89°17'33"E., 1473.57 feet to the northeast corner of said Government Lot 3; thence, along the north line of said NE1/4 of the SW1/4 and the NW1/4 of the SE1/4,
- 2) S.89°18'00"E., 2646.16 feet to the northeast corner of said NW1/4 of the SE1/4; thence, along the east line thereof,
- 3) S.00°54'19"W., 1090.65 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177; thence, along said boundary the following courses:
 - 4) N.30°00'00"W., 541.31 feet; thence,
 - 5) N.60°00'00"W., 643.03 feet; thence,
 - 6) N.57°10'22"W., 318.82 feet more or less, to the prolongation and the centerline of an underground irrigation siphon; thence along the prolongation and centerline of said siphon,
 - 7) S.88°43'57"W., 553.09 feet to the centerline of an irrigation ditch; thence, continuing along said boundary, along said centerline the following courses:
 - 8) S.01°12'54"E., 265.18 feet; thence,
 - 9) S.58°57'38"W., 83.94 feet; thence,
 - 10) S.83°40'31"W., 96.10 feet; thence,
 - 11) S.51°48'28"W., 139.11 feet; thence,
 - 12) S.80°22'45"W., 60.60 feet; thence,
 - 13) N.40°32'23"W., 124.20 feet to the beginning of a non-tangent curve; thence,
 - 14) Westerly along said curve to the left, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65°52'28", and a long chord which bears N.83°46'34"W., 129.70 feet; thence, non-tangent from said curve,
 - 15) S.01°53'27"E., 155.94 feet; thence,
 - 16) S.18°37'05"E., 257.76 feet; thence,
 - 17) S.50°12'50"W., 157.88 feet; thence,
 - 18) S.07°07'35"W., 196.81 feet; thence,

~~LLC & Olsen~~ Agreement
~~DA Mod-PH2010-01~~

Amended and Restated Development Agreement
~~DA Mod-PH2010-01~~

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Project No. 06145
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- 19) S.71°19'38"W., 129.34 feet to the beginning of a non-tangent curve; thence,
- 20) Westerly along said curve to the right, having a radius of 228.27 feet, an arc length of 185.78 feet, through a central angle of 46°37'54", and a long chord which bears N.81°55'56"W., 180.70 feet to a non-tangent point of reverse curvature; thence,
- 21) Southwesterly along said curve to the left, having a radius of 61.61 feet, an arc length of 150.68 feet, through a central angle of 140°07'27", and a long chord which bears S.46°01'17"W., 115.83 feet; thence, non-tangent from said curve,
- 22) S.23°20'13"E., 164.10 feet; thence,
- 23) S.10°49'50"W., 209.81 feet to the beginning of a non-tangent curve; thence,
- 24) Southwesterly along said curve to the right, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82°32'43", and a long chord which bears S.50°39'22"W., 143.27 feet; thence, non-tangent from said curve,
- 25) N.58°33'10"W., 286.32 feet; thence,
- 26) N.88°52'34"W., 149.63 feet to the beginning of a non-tangent curve; thence,
- 27) Northwesterly along said curve to the right, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41°22'12", and a long chord which bears N.68°13'39"W., 172.62 feet to a non-tangent point of reverse curvature; thence,
- 28) Southwesterly along said curve to the left, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109°42'16", and a long chord which bears, S.69°49'07"W., 77.31 feet; thence,
- 29) S.09°58'12"E., 257.72 feet; thence,
- 30) S.22°34'03"E., 363.29 feet; thence,
- 31) S.02°07'19"W., 253.33 feet; thence,
- 32) S.46°02'27"E., 304.59 feet; thence, leaving said centerline and the exterior boundary of said Warranty Deed, along a line parallel with and 50.00 feet north of the south boundary of said Government Lot 4,
- 33) N.89°25'41"W., 339.32 feet to the east boundary of Parcel 2, as shown on Record of Survey Instrument No.200509686, Records of Canyon County, Idaho; thence, along said boundary,
- 34) N.15°53'39"W., 237.20 feet to the north boundary of said Parcel 2; thence, along said north boundary, and the north boundary of Parcel 3 as shown on said Record of Survey Instrument No.200509686, Records of Canyon County, Idaho,
- 35) N.89°26'06"W., 490.13 feet; thence,

McC & Olsen
DA Mod PU2016-61

Agreement

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- 36) N.57°31'23"W., 336.27 feet to the west boundary of said Government Lot 4; thence, along said boundary
37) N.00°43'14"E., 526.15 feet to the south 1/16 corner of Section 13, Township 5 North, Range 4 West, thence continuing along the west boundary of said Government Lot 4,
38) N.00°47'34"E., 343.41 feet to the northwest corner of said Government Lot 4 and the southwest corner of said Government Lot 3; thence, along the west boundary of said Government Lot 3
39) N.00°38'04"E., 1315.21 feet to the **POINT OF BEGINNING**.

This survey was prepared from record documents, no field survey was performed. T-O Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.



~~Lee & Olsen~~
~~PA Mod PH2016-61~~ *Agreement*

~~Amended and Restated Development Agreement~~
~~PA Mod PH2016-61~~
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R37887024A

Project No. 06145
Date: November 13, 2012
Page 1 of 2

A portion of the NE1/4 of the SE1/4, the SE1/4 of the SE1/4 and the SW1/4 of the SE1/4 of Section 18, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the southeast corner of said Section 18; thence, along the south boundary of said SE1/4 of the SE1/4,

- A) N.89°09'48"W., 958.08 feet; thence,
- B) N.00°50'12"E., 50.00 feet to the **POINT OF BEGINNING**; thence, along a line 50.00 feet north and parallel with said south boundary of the SE1/4 of the SE1/4,
- 1) N.89°09'48"W., 364.74 feet to the west boundary of said SE1/4 of the SE1/4; thence continuing along said parallel line, along the south boundary of said SW1/4 of the SE1/4,
- 2) N.89°09'14"W., 443.93 feet to the exterior boundary of Warranty Deed Instrument No. 2012018177, Records of Canyon County, Idaho; thence, along said exterior boundary the following courses:
 - 3) N.00°00'00"E., 71.30 feet; thence,
 - 4) N.45°00'00"E., 731.95 feet; thence,
 - 5) N.00°00'00"E., 677.42 feet to the north boundary of said SE1/4 of the SE1/4; thence, leaving the exterior boundary of said Warranty Deed, along said north boundary,
 - 6) S.89°07'14"E., 607.54 feet; thence,
 - 7) N.00°54'49"E., 178.22 feet more or less to the west boundary of Overview Acres Subdivision, Recorded in Book 36 of Plats at Page 5, Instrument No. 200522864, Records of Canyon County, Idaho; thence, along the exterior boundary of said Subdivision the following courses:
 - 8) S.13°34'15"E., 257.33 feet; thence,
 - 9) S.09°13'53"W., 443.47 feet; thence,
 - 10) S.37°20'54"W., 67.34 feet; thence,
 - 11) S.00°55'13"W., 109.38 feet to the east boundary of an existing 60.00 foot wide Ingress, Egress and Utility Easement as shown on said Subdivision Plat, Recorded as Instrument No. 9935524, Records of Canyon County, Idaho; thence, leaving the exterior boundary of said Subdivision, along the east boundary of said Easement the following courses:

~~LLC & Olsen~~
~~DA Mod-PH2016-61~~

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Project No. 06145
Date: November 13, 2012
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- 12) S.64°34'30"W., 119.59 feet; thence,
- 13) S.32°16'43"W., 102.58 feet; thence,
- 14) S.25°16'33"W., 174.86 feet; thence,
- 15) S.05°25'14"W., 301.43 feet to the **POINT OF BEGINNING**.

This survey was prepared from record documents, no field survey was performed. T-Q Engineers, Inc. assumes no liability for accuracy of the record documents and present or future compliance with governing agencies pertaining to restrictions on building, access, or septic permitting.



~~L.C. & Olsen~~
~~DA Mod PH2016-61~~
Agreement

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PROPERTY 2

Consisting of the property described in the attached Quitclaim Deed totaling four (4) Pages

AGREEMENT

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A portion of the Northeast Quarter of the Southeast Quarter, the Southeast Quarter of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southeast Quarter, the Northwest Quarter of the Southwest Quarter, the Southwest Quarter of the Southwest Quarter and Government Lot 4, all in Section 18, Township 3 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and being a portion of Parcel 4, as shown on Record of Survey No. 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the South One-Quarter corner of said Section 18; thence, along the South line of said Section 18,

A) South 89° 08' 15" East, 322.84 feet; thence, along a portion of the boundary of said Parcel 4, as shown on Record of Survey Instrument No. 200656701,

B) North 1° 41' 48" West, 30.05 feet to the POINT OF BEGINNING; thence, continuing along said boundary,

- 1) North 1° 41' 48" West, 95.80 feet; thence,
- 2) North 42° 40' 54" West, 207.46 feet; thence,
- 3) North 0° 26' 16" East, 611.52 feet; thence, having said boundary line,
- 4) North 0° 26' 16" East, 80.02 feet; thence,
- 5) South 89° 15' 09" West, 706.71 feet; thence,
- 6) South 2° 04' 07" East, 200.03 feet; thence,
- 7) North 69° 59' 51" West, 319.88 feet; thence,
- 8) North 34° 22' 23" West, 89.37 feet; thence,
- 9) South 42° 24' 50" West, 13.27 feet to the most Northerly boundary of that certain parcel of land described in Deed Instrument No. 2009040422, Records of Canyon County, Idaho; thence, along the Westerly boundary line of said parcel, the following courses:
- 10) South 41° 23' 35" West, 2.17 feet to the beginning of a tangent curve; thence,
- 11) Southwesterly along said curve to the left, having a radius of 233.00 feet, an arc length of 31.87 feet, through a central angle of 7° 09' 43", and a long chord which bears South 38° 48' 44" West, 31.83 feet; thence, tangent from said curve,
- 12) South 35° 13' 53" West, 592.57 feet to the beginning of a tangent curve; thence,
- 13) Southwesterly along said curve to the left, having a radius of 233.00 feet, an arc length of 153.26 feet, through a central angle of 34° 26' 09", and a long chord which bears South 18° 00' 48" West, 150.96 feet; thence, tangent from said curve,
- 14) South 0° 47' 44" West, 96.82 feet to the beginning of a tangent curve; thence,
- 15) Southeasterly along said curve to the left, having a radius of 20.00 feet, an arc length of 31.40 feet, through a central angle of 89° 57' 49", and a long chord which bears South 44° 11' 11" East, 28.28 feet to a line that is parallel with and 50.00 feet Northerly from the Southerly line of the Southeast Quarter of the Southwest Quarter of said Section 18; thence, along said parallel line,
- 16) North 89° 10' 05" West, 34.34 feet; thence, along a line that is parallel with and 50.00 feet Northerly from the Southerly line of Government Lot 4,
- 17) North 89° 25' 41" West, 282.13 feet, more or less, to the center of an irrigation ditch; thence, along the approximate centerline of said ditch, the following courses:
- 18) North 46° 02' 27" West, 304.59 feet; thence,
- 19) North 2° 07' 19" East, 233.33 feet; thence,
- 20) North 22° 34' 03" West, 363.29 feet; thence,
- 21) North 9° 58' 12" West, 257.72 feet to the beginning of a non-tangent curve; thence,
- 22) Northeasterly along said curve to the right, having a radius of 47.27 feet, an arc length of 90.51 feet, through a central angle of 109° 42' 16", and a long chord which bears North 69° 48' 07" East, 77.51 feet to the beginning of a non-tangent reverse curve; thence,
- 23) Southeasterly along said curve to the left, having a radius of 244.35 feet, an arc length of 176.43 feet, through a central angle of 41° 22' 13", and a long chord which bears South 66° 13' 39" East, 172.63 feet; thence, non-tangent from said curve,
- 24) South 88° 52' 34" East, 149.83 feet; thence,
- 25) South 58° 35' 10" East, 286.32 feet to the beginning of a non-tangent curve; thence,
- 26) Northeasterly along said curve to the left, having a radius of 108.60 feet, an arc length of 156.46 feet, through a central angle of 82° 32' 45", and a long chord which bears North 50° 39' 22" East, 143.27 feet; thence, non-tangent from said curve,
- 27) North 10° 49' 50" East, 209.81 feet; thence,
- 28) North 23° 20' 13" West, 164.10 feet to the beginning of a non-tangent curve; thence,
- 29) Northeasterly along said curve to the right, having a radius of 61.61 feet, an arc length of 150.88 feet, through a central angle of 140° 07' 27", and a long chord which bears North 46° 01' 17" East, 115.83 feet to the beginning of a non-tangent reverse curve; thence,
- 30) Southeasterly along said curve to the left, having a radius of 228.27 feet, an arc length of 185.78 feet, through a central angle of 48° 37' 54", and a long chord which bears South 81° 55' 56" East, 180.70 feet; thence, non-tangent from said curve,
- 31) North 71° 19' 38" East, 129.34 feet; thence,
- 32) North 7° 07' 35" East, 196.81 feet; thence,
- 33) North 50° 12' 50" East, 157.88 feet; thence,
- 34) North 18° 37' 05" West, 237.76 feet; thence,
- 35) North 1° 53' 27" West, 153.94 feet to the beginning of a non-tangent curve; thence,
- 36) Southeasterly along said curve to the right, having a radius of 119.27 feet, an arc length of 137.13 feet, through a central angle of 65° 52' 28", and a long chord which bears South 83° 46' 34" East, 129.70 feet; thence, non-tangent from said curve,
- 37) South 40° 32' 23" East, 124.20 feet; thence,
- 38) North 60° 22' 45" East, 60.60 feet; thence,
- 39) North 51° 48' 28" East, 139.11 feet; thence,
- 40) North 83° 40' 31" East, 96.10 feet; thence,
- 41) North 58° 57' 31" East, 83.94 feet; thence,

- 42) North $1^{\circ} 12' 54''$ West, 265.18 feet, more or less, to the Westerly prolongation of the top of the North bank of an irrigation ditch; thence, along said Westerly prolongation and the top of the North bank of said ditch and the Easterly prolongation thereof,
- 43) North $88^{\circ} 43' 51''$ East, 553.09 feet, more or less, to the centerline of an irrigation ditch; thence, leaving said centerline,
- 44) South $57^{\circ} 10' 22''$ East, 318.82 feet; thence,
- 45) South $60^{\circ} 00' 00''$ East, 643.03 feet; thence,
- 46) South $50^{\circ} 00' 00''$ East, 643.03 feet; thence,
- 47) South $0^{\circ} 00' 00''$ East, 818.54 feet; thence,
- 48) South $45^{\circ} 00' 00''$ West, 731.95 feet; thence,
- 49) South $0^{\circ} 00' 00''$ East, 71.54 feet to a line parallel with and 50.00 feet Northerly from the Southerly line of the Southwest Quarter of the Southeast Quarter of said Section 18; thence along said parallel line,
- 50) North $89^{\circ} 08' 15''$ West, 558.44 feet to the POINT OF BEGINNING.

~~LLC & Others~~
DA Mod-PH2016-01

Agreement

~~Amended and Restated Development Agreement~~

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R378870000

Skinner
Land Survey
Precision Land Surveyors, P.C.
21851 Upper Pleasant Ridge Rd.
Caldwell, Idaho 83607
(208) 454-0933
WWW.SKINNERLANDSURVEY.COM
surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS
Rodney Clark, PE

December 20, 2016

Legal Description for
Glen Olsen
Job No. DE1416

Parcel 1

This parcel is a portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18 in Township 5 North, Range 3 West of the Boise Meridian, Canyon County, Idaho and is more particularly described as follows:

BEGINNING at the Southeast corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$, (S $\frac{1}{4}$ Corner, Section 18);

thence North 89° 09' 43" West along the South boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ a distance of 478.55 feet;

thence North 02° 04' 20" West a distance of 50.07 feet;

thence North 89° 09' 43" West a distance of 807.07 feet;

thence along a curve to the right having a radius of 20.00 feet and a central angle of 89° 57' 28" for an arc length of 31.40 feet, said curve having a chord bearing of North 44° 10' 59" West a distance of 28.27 feet;

thence North 00° 47' 45" East a distance of 96.69 feet;

thence along a curve to the right having a radius of 255.00 feet and a central angle of 34° 26' 06" for an arc length of 153.26 feet, said curve having a chord bearing of North 18° 00' 48" East a distance of 150.96 feet;

thence North 35° 13' 53" East a distance of 592.57 feet;

thence along a curve to the right having a radius of 255.00 feet and a central angle of 07° 09' 40" for an arc length of 31.87 feet, said curve having a chord bearing of North 38° 48' 44" East a distance of 31.85 feet;

thence North 42° 23' 35" East a distance of 2.17 feet;

thence North 42° 24' 50" East a distance of 13.27 feet;

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~~LLC & Olsen~~ Agreement
DA MOD-112016-01

Amended and Restated Development Agreement
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Page 24 of 30



Thomas J. Wellard, PLS
Rodney Clark, PE

Olsen Legal Description
Parcel 1, Page 2 of 2

thence South 34° 22' 23" East a distance of 89.37 feet;

thence South 89° 59' 51" East a distance of 319.98 feet;

thence North 02° 04' 07" West a distance of 200.05 feet;

thence North 89° 15' 09" East a distance of 706.71 feet;

thence South 00° 26' 16" West a distance of 691.54 feet;

thence South 42° 40' 54" East a distance of 207.46 feet;

thence South 01° 41' 48" East a distance of 145.77 feet to a point on the South boundary of the SW ¼ SE ¼;

thence North 89° 09' 14" West a distance of 322.82 feet, to the POINT OF BEGINNING, containing 27.18 acres, more or less, and subject to any and all easements and rights-of-way of record or implied.

THIS DESCRIPTION WAS WRITTEN FROM RECORD DATA FOUND ON RECORD OF SURVEY INSTRUMENT NUMBER 2012020109. NO FIELD WORK WAS PERFORMED TO VERIFY MONUMENT OR THEIR POSITIONS.



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~~ELC & Olsen~~ Agreement
~~PA Mod PH2010101~~

Amended and Restated Development Agreement
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02/04/2025 2:48 PM

PROPERTY 3

Consisting of the property described in the attached Quitclaim Deed totaling three (3) Pages

R37900010

A parcel of land located in the North-half of the Northeast Quarter of the Northwest Quarter of Section 19, Township 5 North, Range 3 West, Boise Meridian, Canyon County, Idaho, being a portion of Parcel 4 and all of Parcel 2, lying on the south side of Goodwin Road, as shown on a Record of Survey, filed as Instrument No's 200656696 and 200656701, Records of Canyon County, Idaho, described as follows:

COMMENCING at the North quarter corner of said Section 19, from which the West one-sixteenth corner bears N.89°50'58"W., 1322.49 feet; thence, along the easterly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,

- A) S.00°02'31"W., 50.00 feet to the POINT OF BEGINNING; thence, continuing along said easterly line,
- 1) S.00°02'31"W., 611.49 feet to the southeasterly corner of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19; thence, along southerly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,
 - 2) N.89°50'36"W., 1323.90 feet to the southwesterly corner of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19; thence along the westerly line of the North-half of the Northeast Quarter of the Northwest Quarter of said Section 19,
 - 3) N.00°15'51"E., 611.35 feet; thence, parallel with and 50.00 feet southerly from the northerly line of said Section 19,
 - 4) S.89°50'58"W., 1322.60 feet to the POINT OF BEGINNING.

CONTAINING: 18.57 acres, more or less.

SUBJECT TO: All Covenants, Rights, Rights-of-Way, Easements and any Encumbrances.

LLC & Olsen
DA Mod PH2016-61

Agreement

Amended and Restated Development Agreement

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EXHIBIT B - CONDITIONS

CONDITIONS APPLICABLE to PROPERTY 1

1. The development shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
 - a. Notus Parma Highway District #2
 - b. Department of Environmental Quality (DEQ)
 - c. Southwest District Health
 - d. Middleton Rural Fire District
 - e. Black Canyon Irrigation District
2. The development shall comply with the following conditions related to irrigation water:
 - a. An irrigation water delivery system shall be installed to each lot that has allocated Black Canyon Irrigation District water via underground piping to provide adequate water supply.
 - b. Any Black Canyon Irrigation District ditch, lateral, or drain in the development shall be piped in accordance with the Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
 - c. Run off from the development shall either be contained on site or a sediment pond or something like a sand, oil or sediment trap, shall be installed before waste water will be allowed to discharge into the Black Canyon Irrigation District system.
 - d. Discharge pipes, if installed to address waste water, shall meet Black Canyon Irrigation District specifications.
 - e. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
 - f. Notice shall be posted throughout the development that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
 - g. The pressurized irrigation system utilizing Black Canyon Irrigation District water shall be built to the standards of the irrigation district and shall either be offered to the irrigation district for operation and maintenance, or the developer shall record a Water User's Maintenance Agreement. Said agreement shall be recorded with the Canyon County Recorder's office and a copy shall be provided to the Development Services Department prior to the BOCC's signature on the final plat.
 - h. Free and open access shall be maintained throughout the development for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
 - i. The preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Preliminary approval of the easements on the Phasing plan shall be submitted to the Development Services Department with the application for preliminary plat. Final approval of the easements for each phase shall be submitted with each phase's application for final plat.
3. The development shall comply with the following conditions related to the public trail systems throughout the development:

AGREEMENT

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- a. The owner shall install riding/running trails and pathways through the development that are open and accessible to the public along at least one side of the public streets that run through the project, excluding the bulb of the cul-de-sacs.
 - b. The trail width shall be 6-8' wide; the material to be used for bedding the trail should be coarse sand or road mix consistency which would be for the ease of walking and would be conducive for horse and rider use.
 - c. The riding and running trails shall be maintained by the Home LLC's Association. The maintenance plan for the trails shall be incorporated into the subdivision covenants, conditions and restrictions (CC&R's).
 - d. Any of the proposed walking and riding paths may be located within the public right of way with the consent of and in compliance with the requirements of the Highway District. LLC shall submit a trail plan with the Master Site Plan and LLC may develop the trails in phases with each phase.
- 4. The development shall comply with the weed and gopher plan submitted on August 22, 2007.
- 5. The development shall comply with the following conditions related to platting of the development:
 - a. The "Right to Farm" statement shall be affixed to the plat relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
 - b. Property 1 shall be permitted a maximum of 178 residential parcels with a minimum average lot size of 1.25 acres. Other than the maximum residential lot count and minimum average lot size as noted above, the Subject Property shall be developed in accordance with the terms of this Development Agreement and the applicable Canyon County Code provisions for Rural Residential zoned land.
 - c. The Subject Property may be developed in phases. Platting of the various phases of the Subject Property or any portion thereof shall be in accordance with Article 17, as amended, of the Canyon County Code.
 - d. As phases are developed within the subdivision, they shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
 - e. Approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department by the developer prior to the Board of County Commissioners signature of the final plat in the first phase. If the initial approval or measures submitted do not cover the entire development, the applicable approval or measures shall be submitted with each phase.
- 6. The developer shall comply with the following conditions related to access and roads for the development:
 - a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.
 - b. All internal roads shall be paved and built to Highway District Standards, and dedicated to the public.
 - c. LLC shall meet the requirements of the Notus Parma Highway District concerning the developer's reasonable and proportional share of the costs

related to the impact of this development. Proof that this condition has been met shall be submitted to the Development Services Department with each phase's application for final plat.

7. The developer shall submit a Master Site Plan for review and approval of the County with the submission of the first preliminary plat after an initial preliminary and final plat which plats Property 1 and Property 2 for separation purposes.

CONDITIONS APPLICABLE TO PROPERTY TWO

1. The development of any additional lots shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
 - a. Notus Parma Highway District #2
 - b. Department of Environmental Quality (DEQ)
 - c. Southwest District Health
 - d. Middleton Rural Fire District
 - e. Black Canyon Irrigation District
2. The development of any additional lots shall comply with the following conditions related to irrigation water:
 - a. Delivery of irrigation water shall meet the requirements of Idaho Code Section 31-3805, as amended, if applicable.
 - b. If required by the Black Canyon Irrigation District, any district ditch, lateral, or drain within a newly created lot in the development shall be piped in accordance with Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
 - c. Run off from a lot shall be contained on site.
 - d. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
 - e. Notice shall be posted on district rights of way adjacent to a newly created lot that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
 - f. Free and open access shall be maintained as applicable on any newly created lot for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
 - g. If applicable, preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Final approval of the easements shall be submitted with an application for final plat.
3. Creation of additional lots shall comply with the following conditions related to platting:
 - a. The "Right to Farm" statement shall be affixed to the plat, if applicable, relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
 - b. The Property 2 shall limited to up to two additional residential parcels or lots for a total of three residential parcels or lots including the existing home.
 - c. If applicable, platting of the parcels shall be in accordance with Article 17, as amended, of the Canyon County Code.
 - d. The property shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
 - e. If required by the district, approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development

Services Department prior to the Board of County Commissioners signature on a final plat.

4. The owner shall comply with the following conditions related to access and roads for the development:
 - a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.
 - b. Driveways and roads shall comply with the applicable provisions of the Canyon County code.
5. The owner shall comply with applicable highway district requirements.

CONDITIONS APPLICABLE TO PROPERTY THREE

1. The development of any additional lots shall comply with all applicable federal, state and county laws, ordinances, rules and regulations that pertain to the property including but not limited to,
 - a. Notus Parma Highway District #2
 - b. Department of Environmental Quality (DEQ)
 - c. Southwest District Health
 - d. Middleton Rural Fire District
 - e. Black Canyon Irrigation District
2. The development of any lots shall comply with the following conditions related to irrigation water:
 - a. Delivery of irrigation water shall meet the requirements of Idaho Code Section 31-3805, as amended, if applicable.
 - b. If required by the Black Canyon Irrigation District, any district ditch, lateral, or drain within a newly created lot in the development shall be piped in accordance with Black Canyon Irrigation District's requirements at time of submittal of the Irrigation Plan.
 - c. Run off from a lot shall be contained on site.
 - d. There shall be no new construction, fences, gates, materials, structures etc. placed within Black Canyon's irrigation District's right of way without their written approval.
 - e. Notice shall be posted on district rights of way adjacent to a newly created lot that the Black Canyon Irrigation District's right of way is not to be used for any public access or use.
 - f. Free and open access shall be maintained as applicable on any newly created lot for the Black Canyon Irrigation District to operate and maintain all of the district's ditches, laterals and drains.
 - g. If applicable, preliminary and final plats shall be submitted to Black Canyon Irrigation District for written approval in regards to adequate easements being shown on the plats. Final approval of the easements shall be submitted with an application for final plat.
3. Creation of additional lots shall comply with the following conditions related to platting if applicable:
 - a. The "Right to Farm" statement shall be affixed to the plat, if applicable, relating to such development, as per Idaho Code 22-4501 through 22-4504 et. al.
 - c. If applicable, platting of the parcels shall be in accordance with Article 17, as amended, of the Canyon County Code.
 - d. The property shall be developed in accordance with the current adopted zoning and subdivision ordinances at the time of submittal of any new application; however, the specific terms and provisions of this Agreement will control over conflicting terms or provisions contained in future zoning or subdivision ordinances.
 - e. If required by the district, approval of an operable fire suppression system or measures meeting the fire district standards shall be submitted to Development Services Department prior to the Board of County Commissioners signature on a final plat.

AGREEMENT

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4. The owner shall comply with the following conditions related to access and roads for the development:
 - a. Crossing agreements from the Bureau of Reclamation shall be submitted to Development Services Department prior to construction of any road crossing a District facility.
 - b. Driveways and roads shall comply with the applicable provisions of the Canyon County code.
5. The owner shall comply with applicable highway District requirements.
6. Property 3 is limited to a maximum of four (4) residential lots or parcels. However, Olsen owns two parcels south of Goodson Road currently under Canyon County Assessor's account number R3790001000. The approximately 16.26-acre parcel is subject to this Agreement, zoned CRR and has the limitation of four (4) residential parcels available to it under this Agreement. The approximately 2.23-acre parcel in the southwest corner of the Olsen property is zoned RR, is not subject to this Agreement and has one residential parcel available to it. Olsen will have flexibility to develop a total of five lots between the two parcels and may adjust lot lines between the parcels in creating the parcels in accordance with this Agreement and applicable county ordinances in place at the time such parcels are to be created.



0006202317

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

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0006202317

Date Filed: 4/9/2025 1:57:06 PM

Entity Name and Mailing Address:**Entity Name:**

TRADITION CAPITAL PARTNERS, LLC

The file number of this entity on the records of the Idaho Secretary of State is:

0000463117

Address8454 BROOKHAVEN PL
MIDDLETON, ID 83644-5276**Entity Details:****Entity Status**

Active-Existing

This entity is organized under the laws of:

IDAHO

If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:

W152297

The registered agent on record is:**Registered Agent**

SPENCER KOFOED

Registered Agent

Physical Address

8454 BROOKHAVEN PL
MIDDLETON, ID 83644

Mailing Address

Limited Liability Company Managers and Members

Name	Title	Business Address
SPENCER KOFOED	Manager	8454 BROOKHAVEN PL MIDDLETON, ID 83644
SPENCER W KOFOED	Manager	8454 BROOKHAVEN PL. MIDDLETON, ID 83644

The annual report must be signed by an authorized signer of the entity.**Job Title:** President*Spencer Kofoed***Sign Here***04/09/2025***Date**



0005947087



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
**CERTIFICATE OF ORGANIZATION LIMITED
LIABILITY COMPANY**

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

For Office Use Only

-FILED-

File #: 0005947087

Date Filed: 10/22/2024 5:57:14 AM

Certificate of Organization Limited Liability Company

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100)

1. Limited Liability Company Name

Type of Limited Liability Company

Limited Liability Company

Entity name

Austin Acres LLC

2. The complete street address of the principal office is:

B0956-3943 10/22/2024 5:59 AM Re



0005947087



STATE OF IDAHO
Office of the secretary of state, Phil McGrane
**CERTIFICATE OF ORGANIZATION LIMITED
LIABILITY COMPANY**

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

For Office Use Only

-FILED-

File #: 0005947087

Date Filed: 10/22/2024 5:57:14 AM

Certificate of Organization Limited Liability Company	
Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100)	
1. Limited Liability Company Name	
Type of Limited Liability Company	Limited Liability Company
Entity name	Austin Acres LLC
2. The complete street address of the principal office is:	
Principal Office Address	10230 PURPLE SAGE RD MIDDLETON, ID 83644
3. The mailing address of the principal office is:	
Mailing Address	10230 PURPLE SAGE RD MIDDLETON, ID 83644-5200
4. Registered Agent Name and Address	
Registered Agent	Joseph Austin Registered Agent Physical Address 10230 PURPLE SAGE RD MIDDLETON, ID 83644 Mailing Address 10230 PURPLE SAGE RD MIDDLETON, ID 83644
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.	
5. Governors	
Name	Address
Joseph Austin	10230 PURPLE SAGE RD MIDDLETON, ID 83644
Signature of Organizer:	
Joseph Austin	10/22/2024
Sign Here	Date

BU956-3943 10/22/2024 5:59 AM Received by Office of the Idaho Secretary of State

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: 85846

Date: 7/15/2025

Date Created: 7/15/2025

Receipt Type: Normal Receipt

Status: Active

Customer's Name: Jay S Gibbons

Comments: PH2016-61-MOD

Site Address: 0 GOODSON RD, Caldwell ID 83607 / Parcel Number: 37887100 0

CHARGES

<u>Item Being Paid For:</u>	<u>Application Number:</u>	<u>Amount Paid:</u>	<u>Prevs Pymnts:</u>	<u>Unpaid Amnt:</u>
Planning - Development Agreement Modification	PH2016-61-MOD	\$500.00	\$0.00	\$0.00
Planning - Notification - Public Hearing Level Cases (2 Hearings)	PH2016-61-MOD	\$600.00	\$0.00	\$0.00
Planning - Case Mapping (Fee Per Case Set)	PH2016-61-MOD	\$50.00	\$0.00	\$0.00

Sub Total: \$1,150.00

Sales Tax: \$0.00

Total Charges: \$1,150.00

PAYMENTS

<u>Type of Payment:</u>	<u>Check/Ref Number:</u>	<u>Amount:</u>
Check	1210	\$1,150.00

Total Payments: \$1,150.00

ADJUSTMENTS

Receipt Balance: \$0.00