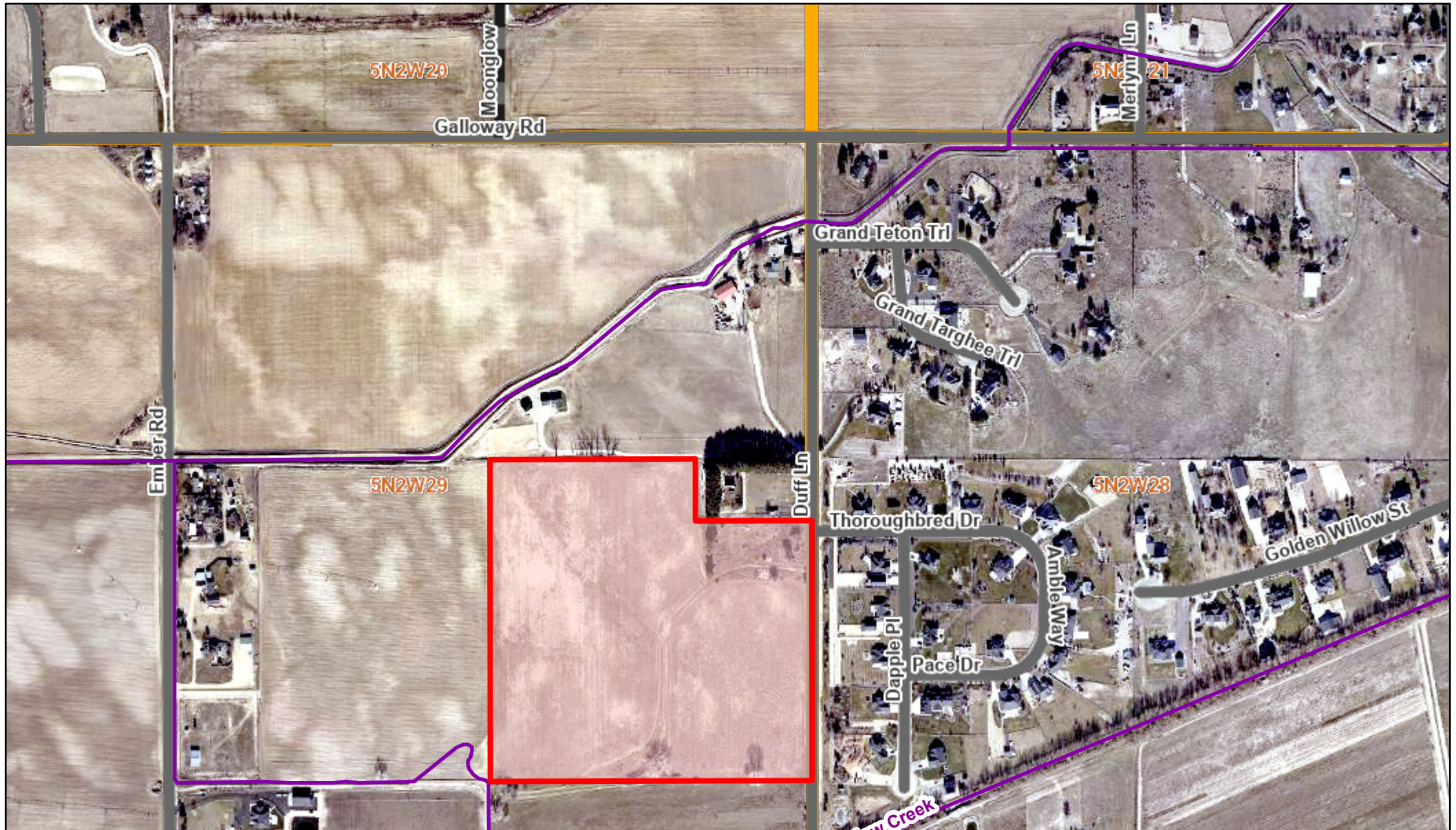
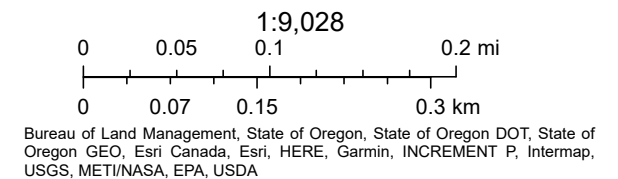


# Canyon County, ID Web Map



8/8/2025, 9:44:09 AM

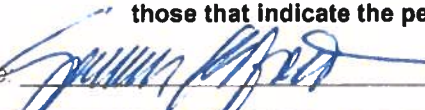
- |  |   |   |
|--|---|---|
| <span style="border: 2px solid red; padding: 2px;"> </span> Multiple Parcel Search _Query result             | <span style="border-bottom: 2px solid black; width: 20px; display: inline-block;"></span> CC_PrivateRoads | <span style="border: 2px solid orange; padding: 2px;"> </span> Sections   |
| <span style="border-bottom: 2px solid purple; width: 20px; display: inline-block;"></span> Hydro_NHDFlowline | <span style="border-bottom: 2px solid grey; width: 20px; display: inline-block;"></span> County Boundary  | Imagery_2025_3in  |
| CanyonCountyRoads  | <span style="border: 2px solid blue; padding: 2px;"> </span> Current Impact Area                          | <span style="display: inline-block; width: 15px; height: 15px; background-color: red; border: 1px solid black;"></span> Red: Band_1     |
| <span style="border-bottom: 2px solid grey; width: 20px; display: inline-block;"></span> Roads               | <span style="border: 2px solid grey; padding: 2px;"> </span> City Limits                                  | <span style="display: inline-block; width: 15px; height: 15px; background-color: green; border: 1px solid black;"></span> Green: Band_2 |







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

<b>PROPERTY OWNER</b>	OWNER NAME: Tradition Capital Partners - Spencer Kofoed	
	MAILING ADDRESS: 8454 Brookhaven Pl., Middleton, Idaho 83644	
	PHONE: 208.963.5164	EMAIL: spencer@tcpidaho.com
<p>I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If the owner(s) is a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.</p>		
Signature: <u></u> Date: <u>8/1/2025</u>		

<b>APPLICANT: IF DIFFERING FROM THE PROPERTY OWNER</b>	APPLICANT NAME:	
	COMPANY NAME:	
	MAILING ADDRESS:	
	PHONE:	EMAIL:

<b>SITE INFO</b>	STREET ADDRESS: 25683 Duff Lane, Middleton, Idaho	
	PARCEL NUMBER: R3752701100	
	PARCEL SIZE: 37.403 AC	
	NUMBER OF LOTS: 27	
	PROPOSED SUBDIVISION NAME: <u>Falcon Rim Subdivision</u>	
	FLOOD ZONE (YES/NO) Yes	ZONING DISTRICT: CR-R1

**FOR DSD STAFF COMPLETION ONLY:**

CASE NUMBER	SD20250012	DATE RECEIVED:	8/6/25
RECEIVED BY:	MG	APPLICATION FEE:	1865.00
		CK MO CC CASH	
		8-7-25 pd.	



# FINAL PLAT

## PUBLIC HEARING - CHECKLIST

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

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

Description	Applicant	Staff
Master Application completed and signed	✓	
Copy of Final Plat: 1 Hard Copy, 1 Digital	✓	
Final Drainage Plan, if applicable	✓	
Final Irrigation Plan, if applicable	✓	
Final Grading Plan, if applicable	✓	
Completed Final Plat Checklist	✓	
As-Built or Record Drawings if applicable CCZO §07-17-29(3)	forthcoming	
Condition Compliance Proof (Conditional Rezone/D.A.)		
Proof of approval from:		
Southwest District Health	✓	
Irrigation District	✓	
Fire District	✓	
Highway District/ Idaho Transportation Dept.	✓	
City Impact Area	n/a	
Bonding Instructions	n/a	
Deed or evidence of property interest to the subject property	✓	
<b>Fee: \$1000.00</b>		
+\$10.00/lot    27 lots = \$270                      \$1,370.00	✓	
+\$100.00 for Area of City Impact		
**Fees are non-refundable**		

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

#### **NOTES:**

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



# Development Services Department

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

▪ Engineering Division ▪

## Final Plat Check-List

<b>Applicant:</b> Tradition Capital Partners	<b>Case Number:</b>
<b>Subdivision Name:</b> Falcon Rim Subdivision	<b>Plat Date:</b>

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

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

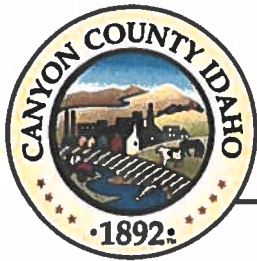
1. METHOD & MEDIUM OF PRESENTATION	Meets Code / Comments
A. All plats to be recorded shall be prepared on a drafting medium in accordance with Requirements of Idaho Code Title 55, Chapter 19, paragraph (1) for Records of Survey Maps.	✓
B. The plat shall be drawn to an accurate scale of not more than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

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

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

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





## AGENCY ACKNOWLEDGMENT

Date: 7.7.2023

Applicant: KM Engineering, LLP

Parcel Number: R3752701100

Site Address: 25683 Duff Ln, Middleton, ID 83644

### OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

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

☒ Applicant submitted/met for official review.

Date: 07/07/2023 Signed: \_\_\_\_\_

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

#### **Fire District:**

District: SWDH

☐ Applicant submitted/met for official review.

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

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

#### **Highway District:**

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

☐ Applicant submitted/met for official review.

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

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

#### **Irrigation District:**

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

☐ Applicant submitted/met for official review.

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

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

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

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

☐ Applicant submitted/met for official review.

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

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

### ***Received by Canyon County Development Services:***

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

Canyon County Development Services Staff

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



## AGENCY ACKNOWLEDGMENT

Date: 7.7.2023

Applicant: KM Engineering, LLP

Parcel Number: R3752701100

Site Address: 25683 Duff Ln, Middleton, ID 83644

### OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

#### Southwest District Health:

☒ Applicant submitted/met for official review.

Date: 07/07/2023 Signed: \_\_\_\_\_

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

#### Fire District:

District: SWDH

☒ Applicant submitted/met for official review.

Date: 7/11/23 Signed: \_\_\_\_\_

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

#### Highway District:

District: Middleton RFD

☐ Applicant submitted/met for official review.

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

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

#### Irrigation District:

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

☐ Applicant submitted/met for official review.

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

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

#### Area of City Impact:

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

☐ Applicant submitted/met for official review.

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

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

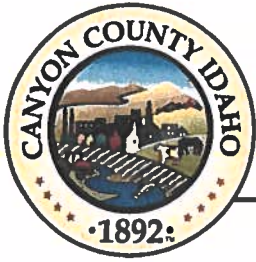
### **Received by Canyon County Development Services:**

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

\_\_\_\_\_  
Canyon County Development Services Staff

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





## AGENCY ACKNOWLEDGMENT

Date: 7.7.2023

Applicant: KM Engineering, LLP

Parcel Number: R3752701100

Site Address: 25683 Duff Ln, Middleton, ID 83644

### OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

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

☒ Applicant submitted/met for official review.

Date: 07/07/2023 Signed: \_\_\_\_\_

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

#### **Fire District:**

District: SWDH

☐ Applicant submitted/met for official review.

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

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

#### **Highway District:**

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

☐ Applicant submitted/met for official review.

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

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

#### **Irrigation District:**

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

☐ Applicant submitted/met for official review.

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

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

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

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

☐ Applicant submitted/met for official review.

Date: 7/12/2023 Signed: \_\_\_\_\_

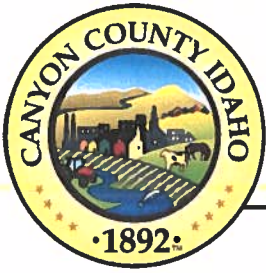
Roberta Stewart  
Authorized AOCI Representative  
(This signature does not guarantee project or permit approval)

### ***Received by Canyon County Development Services:***

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

Canyon County Development Services Staff

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



## AGENCY ACKNOWLEDGMENT

Date: 7/25/2023

Applicant: Lacey Clark

Parcel Number: R3752701100

Site Address: 25683 DUFF LN MIDDLETON, ID 83644

### OFFICIAL USE ONLY BELOW THIS LINE – ACKNOWLEDGMENT ACTION:

#### Southwest District Health:

☐ Applicant submitted/met for official review.

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

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

#### Fire District:

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

☐ Applicant submitted/met for official review.

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

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

#### Highway District:

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

☐ Applicant submitted/met for official review.

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

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

#### Irrigation District:

District: Black Canyon Irrigation District

☒ Applicant submitted/met for official review.

Date: 7/24/2023 Signed: \_\_\_\_\_

*Donald B. Poynt* District Engineer  
Authorized Irrigation Representative  
(This signature does not guarantee project or permit approval)

#### Area of City Impact:

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

☐ Applicant submitted/met for official review.

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

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

### Received by Canyon County Development Services:

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

Canyon County Development Services Staff

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



# Development Services Department

Canyon County, 1115 Albany Street, Caldwell, ID 83605

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

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

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

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

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

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

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

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

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

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



2021-083721

RECORDED

12/08/2021 02:55 PM



00668287202100837210140142

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=14 MBROWN

NO FEE

MISC

CANYON COUNTY



# Canyon County Recorder's Office Document Cover Sheet





## CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

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

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

### DEVELOPMENT AGREEMENT BETWEEN CANYON COUNTY AND APPLICANT

Agreement number: 21-127

**THIS AGREEMENT**, made and entered into this 11 day of Dec., 2021, by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Kelley Family Revocable Living Trust, hereinafter referred to as "Applicant."

#### RECITALS

**WHEREAS**, Applicants have applied to County for a conditional rezone from the "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone (RZ2021-0018), which are legally described in the attached EXHIBIT "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

**WHEREAS**, Parcels R37527011, approximately 37.4 acres, is owned by the Applicant.

**WHEREAS**, on the 11th day of Dec., 2021 the Canyon County Board of Commissioners approved a conditional rezone with conditions of the Subject Property to a "CR-R-1" (Conditional Rezone – Single Family Residential) Zone, which was done with Applicant's approval. The conditions of the approval for the conditional rezone are attached hereto as EXHIBIT "B".

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

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

#### SECTION 1. AUTHORIZATION.

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

Development Agreement # 21-127  
Kelley (RZ2021-0018)

Page 1 of 13

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

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

## **SECTION 3. RECORDATION.**

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

## **SECTION 4. TERM.**

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

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

## **SECTION 5. MODIFICATION.**

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



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

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

## **SECTION 7. COMMITMENTS.**

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Properties from "A" (Agricultural) Zone to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone, which conditions are attached hereto as EXHIBIT "B".

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

The density or intensity of use of the Subject Properties is specified in the commitments of Section 7 unless conditioned otherwise (see Exhibit "B"). The uses and maximum height and size of the buildings on the Subject Properties shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to an "CR-R-1" (Conditional Rezone – Single Family Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

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

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

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

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

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant's conditional rezone application in Development Services Department Case Number RZ2021-0018 and any related or resulting development agreements, ordinances, rules and regulations, resolutions or orders of the Board of County Commissioners. Applicants agree not to challenge the lawfulness, procedures, proceedings,

correctness or validity of any of such notices, meetings, hearings, development agreements, ordinances, rules, regulations, resolutions or orders.

**C. INDEMNITY.**

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

**D. DEFENSE EXPENSES.**

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

**SECTION 10. PERIODIC REVIEW.**

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

**SECTION 11. REQUIRED PERFORMANCE.**

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

**SECTION 12. DEFAULT AND REMEDIES.**

In the event of a default or breach of this Agreement or of any of its terms or conditions, the party alleging default shall give the breaching party not less than thirty (30) days, Notice of Default, in writing, unless an emergency exists threatening the health and

safety of the public. If such an emergency exists, written notice shall be given in a reasonable time and manner in light of the circumstances of the breach. The time of the giving of the notice shall be measured from the date of the written Notice of Default. The Notice of Default shall specify the nature of the alleged default and, where appropriate, the manner and period of time during which said default may be satisfactorily cured. During any period of curing, the party charged shall not be considered in default for the purposes of termination or zoning reversion, or the institution of legal proceedings. If the default is cured, then no default shall exist and the charging party shall take no further action.

### **SECTION 13. ZONING REVERSION CONSENT.**

The execution of this Agreement shall be deemed written consent by Applicants to change the zoning of the Subject Properties to its prior designation upon failure to comply with the terms and conditions imposed by the approved conditional rezone and this Agreement. No reversion shall take place until after a hearing on this matter pursuant to Idaho Code §67-6511A. Upon notice and hearing, as provided in this Agreement and in Idaho Code §67-6509, if the properties described in attached EXHIBIT "A " are not used as approved, or if the approved use ends or is abandoned, the Board of County Commissioners may order that the property will revert to the zoning designation (and land uses allowed by that zoning designation) existing immediately prior to the rezone action, i.e., the Subject Properties conditionally rezoned from "A" (Agricultural) Zone designation to "CR-R-1" (Conditional Rezone – Single Family Residential) Zone designation shall revert back to the "A" (Agricultural) Zone designation.

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

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

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

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

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

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

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

Except as otherwise provided in this Agreement and/or by law, all notices and other communications in connection with this Agreement shall be in writing and shall be



deemed delivered to the addressee thereof, (1) when delivered in person on a business day at the address set forth below, or (2) in the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage paid, certified or registered mail, return receipt requested, at the addresses set forth below.

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

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

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

Name: Kelley Family Revocable Living Trust  
Street Address: 957 Meadowcrest St.  
City, State, Zip: Newbury Park, CA 91320-5576

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

## **SECTION 18. TERMINATION.**

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

## **SECTION 19. EFFECTIVE DATE.**


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


## **SECTION 20. TIME OF ESSENCE.**

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

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

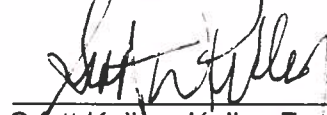
**BOARD OF COUNTY COMMISSIONERS  
CANYON-COUNTY, IDAHO**

  
Commissioner, Leslie Van Beek

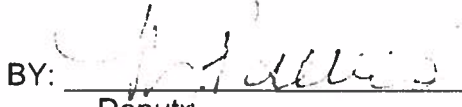
  
Commissioner Keri Smith

  
Commissioner Pam White

**APPLICANTS**

  
Scott Kelley, Kelley Family  
Revocable Living Trust

ATTEST: Chris Yamamoto, Clerk

BY:   
Deputy

DATE: 12-1-2021



Development Agreement # 21-127  
Kelley (RZ2021-0018)

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

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

On this 7 day of December, 2021, before me, a notary public, personally appeared Scott W Kelley, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

  
Notary Public for Idaho

Residing at: Caldwell

My Commission Expires: 3-14-2024

STATE OF IDAHO )  
 ) ss.  
County of Canyon )

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

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

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

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

Development Agreement # 21-127  
Kelley (RZ2021-0018)

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**BOUNDARY DESCRIPTION**  
**FOR**  
**KELLEY FAMILY REVOCABLE LIVING TRUST**

**Parcel 2**

Part of the Southeast ¼ of the Northeast ¼ of Section 29, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Commencing at a found 5/8" rebar marking the Southeast corner of the Southeast ¼ of the Northeast ¼ of Section 29, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S89°47'54"W 1325.65 feet along the South line of the Southeast ¼ of the Northeast ¼ of said Section to the Southwest corner of the Southeast ¼ of the Northeast ¼ of said Section; thence N00°02'01"W 1321.26 feet along the West line of the Southeast ¼ of the Northeast ¼ of said Section to a found Brass Cap marking the Northwest corner of the Southeast ¼ of the Northeast ¼ of said Section; thence N89°46'05"E 845.47 feet along the North line of the Southeast ¼ of the Northeast ¼ of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence S00°02'30"E 255.00 feet parallel with the East line of the Southeast ¼ of the Northeast ¼ of said Section to a set 5/8" rebar with orange plastic cap labeled "PLS 12220"; thence N89°46'05"E 480.00 feet parallel to the North line of the Southeast ¼ of the Northeast ¼ of said Section to a point on the East line of the Southeast ¼ of the Northeast ¼ of said Section; thence S00°02'30"E 1066.95 feet along the East line of the Southeast ¼ of the Northeast ¼ of said Section to the Point of Beginning.

Parcel contains 1,629,464 square feet or 37.41 acres, more or less



Development Agreement # 21-127  
Kelley (RZ2021-0018)

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## EXHIBIT "B"

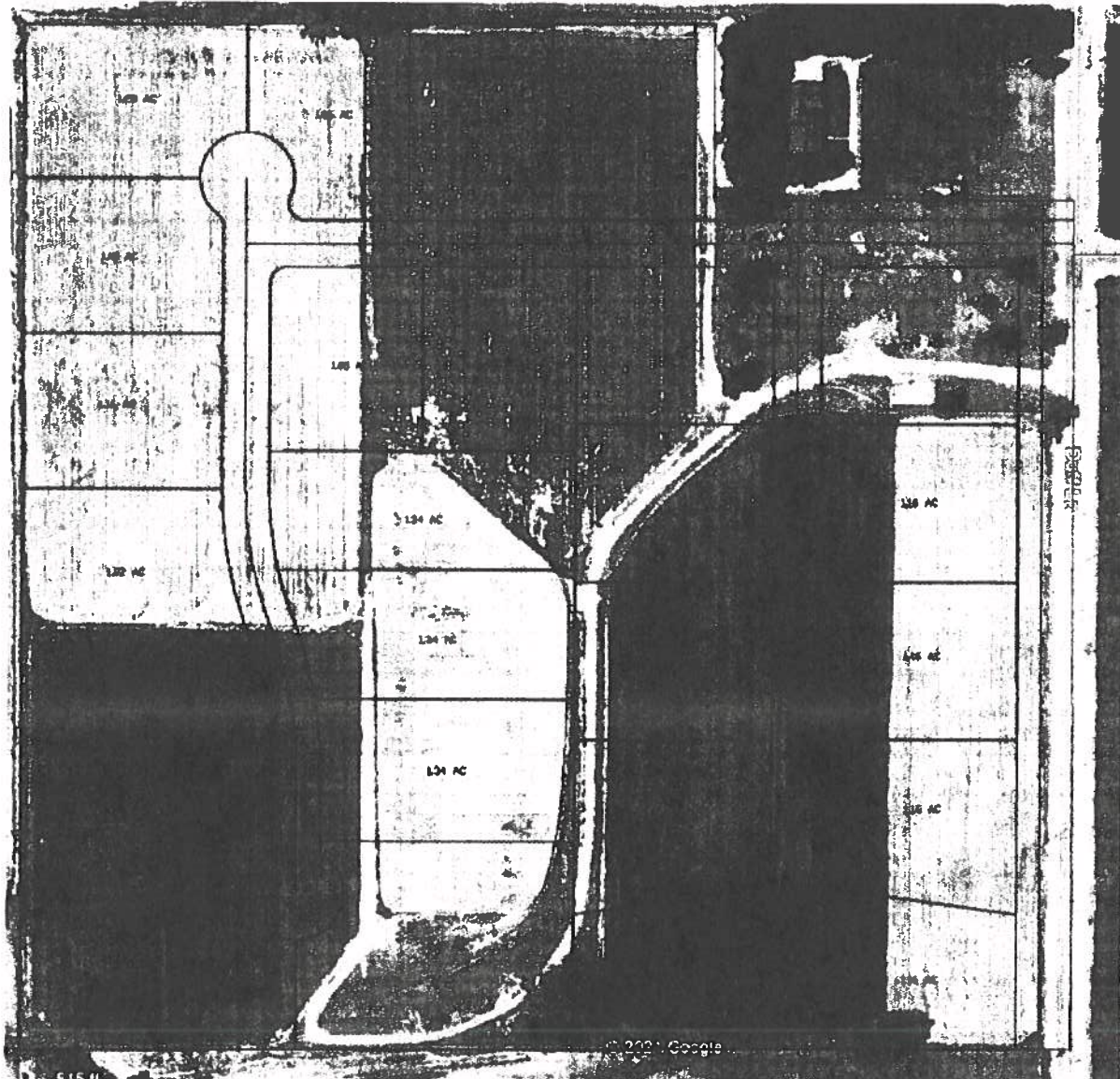
### CONDITIONS OF APPROVAL

1. The development shall comply with all applicable federal, state, and county laws, ordinances, rules and regulations that pertain to the property.
2. The subject property, Parcel R37527011 containing approximately 37.8 acres, shall be platted in accordance with Chapter 7, Article 17 of the Canyon County Zoning Ordinance (Subdivisions) subject to the following restrictions:
  - a. Future development shall not exceed 26 residential lots as shown in the conceptual site plan (Exhibit "C").
  - b. An ag-disclosure shall be provided to all future homeowners.
  - c. Landscaping shall be commensurate with Thoroughbred Estates Subdivision located east of the subject property (Exhibit "C").
3. A pressurized irrigation system is required to serve the subdivision. Historic irrigation lateral, drain and ditch flow patterns shall be maintained and protected. Modification including any crossings shall be approved in writing by applicable governing agencies.
4. The developer shall comply with CCZO §07-06-07 (4) Time Requirements: "All conditional rezones for a land use shall commence within two (2) years of the approval of the board."

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Kelley (RZ2021-0018)

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EXHIBIT "C"  
CONCEPTUAL SITE PLAN & LANDSCAPING

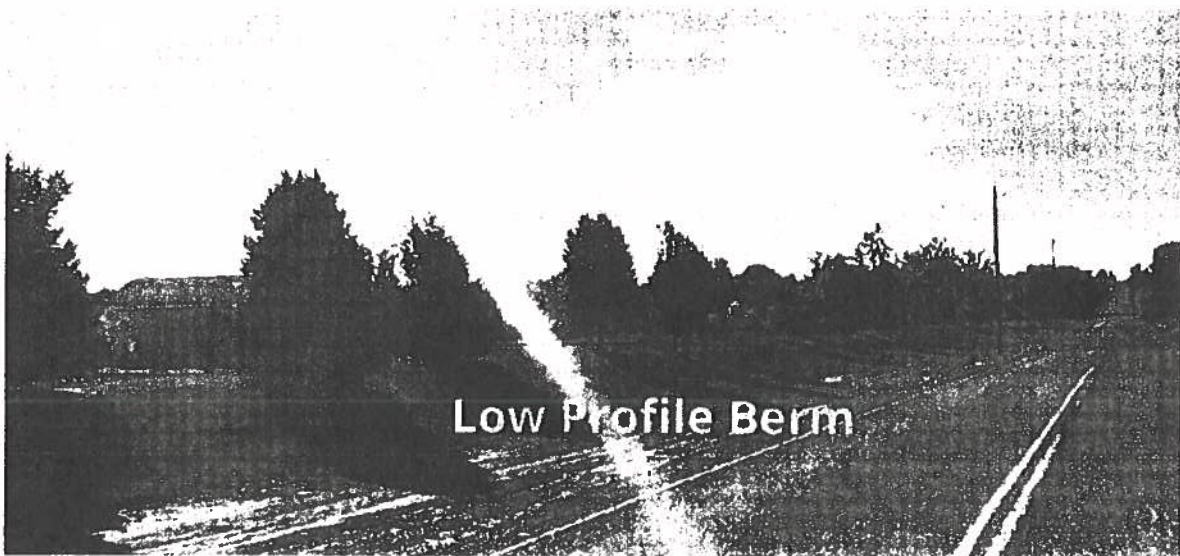
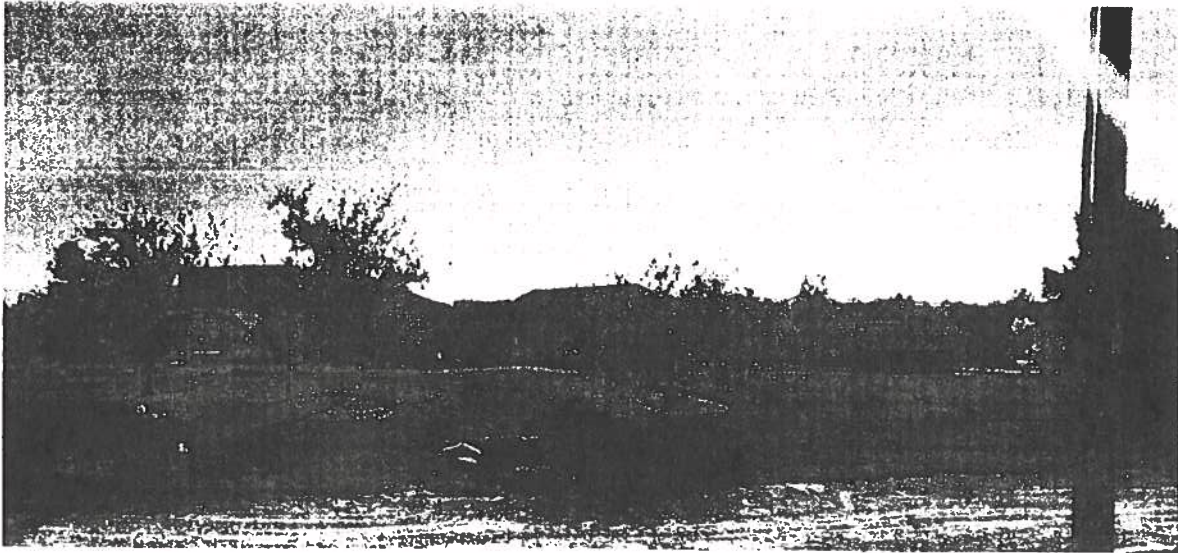


Development Agreement # 21-127  
Kelley (RZ2021-0018)

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## Landscaping Example In Thoroughbred Estates



Development Agreement # 21-127  
Kelley (RZ2021-0018)

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White Barn Real Estate  
Mills & Co. Realty, Inc.

Kelley Entry Revocable Living Trust  
957 Meadowcrest Street  
Newbury Park, CA 91320

Calaveras County Development Services Department  
1110 Albany Street  
Calaveras, CA 95309

10/23/2021

Location of map comments:

As the requester at the Commission, I am using the Subdivided Land Commission's letter of intent with the plans for the Development Agreement.

As a result of the request, we provide the Development Agreement that you wish the land to be divided to limit the amount of subdivided land on the 27.8-acre Subdivided property to a maximum of 10 acres as indicated by the Natural Resources Study with the following average: 10 acres of the subdivided land to be used on gross acreage of the property to be divided.

Installation will be done by the Subdivided Surface Water. The water will be used for surface water provided by the Subdivided Surface Water. The water will be used for surface water provided by the Subdivided Surface Water. The water will be used for surface water provided by the Subdivided Surface Water.

The Subdivided Land will be used for the Subdivided Land. The Subdivided Land will be used for the Subdivided Land. The Subdivided Land will be used for the Subdivided Land. The Subdivided Land will be used for the Subdivided Land.

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Thank you,  
[Signature]

Max Wike  
177-441-9503

Applicant Representative for the Kelley Entry Revocable Living Trust

Development Agreement # 21-127  
Kelley (RZ2021-0018)

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TO: Canyon County Development Services Department  
ATTN: Planning and Zoning  
ADDRESS: 111 N. 11<sup>th</sup> Ave., #310  
Caldwell, Idaho 83605  
RE: Falcon Rim Subdivision

DATE: August 6, 2025  
JOB #: 22-011  
FROM: Cheryl Heath

Please find attached:

COPIES	DATE	PAGES	DESCRIPTION
1	--	26	Final Plat Application and Required Supplements hard copies
1	7/22/25	3	Final Plat
1	7/28/25	22	Civil Plans with Grading and Drainage
1	5/30/25	3	Landscape Plan
1	8/1/25	1	Check# 18148 in the amount of \$1,370

Transmitted By

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

Transmittal Purpose

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

Remarks

*Hello,*

*Please find the hard copies and associated fee for our final plat application submittal of the Falcon Rim Subdivision.*

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

CC: \_\_\_\_\_ Signed: Cheryl Heath, Plat Routing Manager

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

**2023-037630**

RECORDED

**11/22/2023 01:39 PM**

CHRIS YAMAMOTO

CANYON COUNTY RECORDER

Pgs=2 EHOWELL

\$15.00

TYPE DEED

TITLEONE BOISE

ELECTRONICALLY RECORDED

## QUITCLAIM DEED

FOR VALUE RECEIVED, Kelley Family Revocable Living Trust, by Scott Kelley, Trustee, does hereby convey, release, remise and forever quit claim Tradition Capital Partners, whose current address is: 8454 Brookhaven Place, Middleton, ID 83644 the following described premises:

Approximately 37.40 acres, address of 25683 Duff Lane, Middleton, ID 83644, Canyon County, Idaho Parcel #375270110. Legal Description 29-5N-2W NE TX 21089 IN SENE LS TX 22355

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 11/20/2023

Kelley Family Revocable Living Trust

By:

  
Scott W. Kelley, Trustee

State of Idaho, County of Canyon, ss.

On this 20<sup>TH</sup> day of November 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Scott W. Kelley, known or identified to me to be the person whose name is subscribed to the within instrument, as Trustee of the Kelly Family Revocable Living Trust and authorized signer, acknowledged to me that he executed the same as Trustee.

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 In: Caldwell, ID

My Commission Expires: 03/27/2029

(seal)

Jacob Riley Thibault  
Notary Public, State of Idaho  
My Commission Expires 03/27/2029  
Commission # 20231160



Job No. 2020-223

J.B.F.

12-1-21

**BOUNDARY DESCRIPTION  
FOR  
KELLEY FAMILY REVOCABLE LIVING TRUST**

**Parcel 2**

Part of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho described as:

Beginning at a found  $\frac{5}{8}$ " rebar marking the Southeast corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 29, Township 5 North, Range 2 West of the Boise Meridian, Canyon County, Idaho and running thence S89°47'54"W 1325.65 feet along the South line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to the Southwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section; thence N00°02'01"W 1321.26 feet along the West line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to a found Brass Cap marking the Northwest corner of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section; thence N89°46'05"E 845.47 feet along the North line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to a set  $\frac{5}{8}$ " rebar with orange plastic cap labeled "PLS 12220"; thence S00°02'30"E 255.00 feet parallel with the East line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to a set  $\frac{5}{8}$ " rebar with orange plastic cap labeled "PLS 12220"; thence N89°46'05"E 480.00 feet parallel to the North line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to a point on the East line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section; thence S00°02'30"E 1066.95 feet along the East line of the Southeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section to the Point of Beginning.

Parcel contains 1,629,464 square feet or 37.41 acres, more or less.



106 W Main St. Unit D, Middleton, ID 83644 \* [pls12220@yahoo.com](mailto:pls12220@yahoo.com) \* (208)861-7513 (O) \* (866)337-4925 (F) Page 1

**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:** 86042

**Date:** 8/7/2025

**Date Created:** 8/7/2025

**Receipt Type:** Normal Receipt

**Status:** Active

**Customer's Name:** Tradition Capital Partners

**Comments:** SD2025-0012

**Site Address:** 25683 DUFF LN, Middleton ID 83644 / Parcel Number: 37527011 0

**CHARGES**

<b><u>Item Being Paid For:</u></b>	<b><u>Application Number:</u></b>	<b><u>Amount Paid:</u></b>	<b><u>Prevs Pymnts:</u></b>	<b><u>Unpaid Amnt:</u></b>
Planning - Final Plat	SD2025-0012	\$700.00	\$0.00	\$0.00
Planning - Final Plat - Conformity Review with Development Agreement (If Applicable)	SD2025-0012	\$125.00	\$0.00	\$0.00
Planning - Final Plat Engineering Fee	SD2025-0012	\$500.00	\$0.00	\$0.00
Planning - Final Plat Engineering Fee - Per Lot Fee	SD2025-0012	\$540.00	\$0.00	\$0.00

**Sub Total:** \$1,865.00

**Sales Tax:** \$0.00

**Total Charges:** \$1,865.00

**PAYMENTS**

<b><u>Type of Payment:</u></b>	<b><u>Check/Ref Number:</u></b>	<b><u>Amount:</u></b>
Check	18023	\$1,865.00

**Total Payments:** \$1,865.00

**ADJUSTMENTS**

**Receipt Balance:** \$0.00