

**CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT**

111 11<sup>th</sup> Ave. #140 • Caldwell, Idaho • 83605 • Phone (208) 454-7458

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

**DEVELOPMENT AGREEMENT  
BETWEEN CANYON COUNTY AND APPLICANT**

**Agreement number: \_\_\_\_\_**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Canyon County, Idaho, a political subdivision of the state of Idaho, hereinafter referred to as "COUNTY" and Kent and Gina Morgan, property owners.

**RECITALS**

**WHEREAS**, Applicants have applied to County for a conditional rezone from an "A" (Agricultural) zone to a "CR-R-R" (Conditional Rezone – Rural Residential) zone (RZ2021-0048), which is legally described in the attached Exhibit "A," incorporated by reference herein (hereinafter referred to as "Subject Property"); and

**WHEREAS**, Parcel R29799018 is owned by Kent and Gina Morgan.

**WHEREAS**, on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 the Canyon County Board of Commissioners approved a conditional rezone with conditions of the subject property to a "CR-R-R" (Conditional Rezone - Rural Residential) zone, which was done with the Applicants' 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 as amended, and to ensure the Applicants will implement and be bound by the conditions of the conditional rezone order issued by the Canyon County Board of Commissioners; and

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

**SECTION 1. AUTHORIZATION.**

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

**SECTION 2. PROPERTY OWNER.**

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

of the business are to be bound by this Agreement.

**SECTION 3. RECORDATION.**

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

**SECTION 4. TERM.**

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

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

**SECTION 5. MODIFICATION.**

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

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

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

**SECTION 7. COMMITMENTS.**

Applicants will fully and completely comply with the conditions of the approved conditional rezone of the Subject Property from "A" (Agricultural) to "CR-R-R" (Conditional Rezone – Rural Residential) zone, which conditions are attached hereto as Exhibit "B".

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

The subject parcel R29799018 is limited to one parcel as proposed in Cooper Subdivision

SD2021-0060. The uses and maximum height and size of the buildings on the Subject Property shall be those set pursuant to law, including those contained in the Canyon County Code of Ordinances, that are applicable to a “CR-R-R” (Conditional Rezone – Rural Residential) zone and those provisions of law that are otherwise applicable to the Subject Property.

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

**A. COUNTY REVIEW.**

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

**B. COUNTY PROCEDURES.**

Applicants acknowledge that notices, meetings, and hearings have been lawfully and properly given and held by the County with respect to Applicant’s conditional rezone application in Development Services Department Case Number RZ2021-0048 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 Property conditionally rezoned from "A" (Agricultural) designation to "CR-R-R" (Conditional Rezone – Rural Residential) Zone designation shall revert back to the "A" (Agricultural) 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 Building  
111 11<sup>th</sup> Ave. N. Ste.310  
Caldwell, Idaho 83605

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

Name: Kent and Gina Morgan.  
Street Address: 6857 Kuna Rd  
City, State, Zip: Nampa, Idaho, 83686

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 Brad Holton

\_\_\_\_\_  
Commissioner Zach Brooks

ATTEST: Chris Yamamoto, Clerk

BY: \_\_\_\_\_  
Deputy

DATE: \_\_\_\_\_

STATE OF IDAHO    )  
                                  ) ss.  
County of Canyon    )

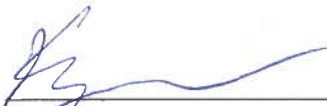
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a notary public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he/she executed the same on behalf of the Applicant.

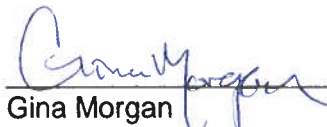
\_\_\_\_\_  
Notary Public for Idaho  
  
Residing at:  
\_\_\_\_\_  
  
My Commission Expires: \_\_\_\_\_

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

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

**APPLICANT**

  
\_\_\_\_\_  
Kent Morgan

  
\_\_\_\_\_  
Gina Morgan

STATE OF IDAHO    )  
                                  ) ss.  
County of Canyon    )

On this 10<sup>th</sup> day of February, 2023, before me, a notary public, personally appeared Kent Morgan & Gina Morgan, 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:  
2702 N Larchmont Ave

My Commission Expires: 10/20/28

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



# Development Agreement: Exhibit A

A PARCEL OF LAND BEING A PORTION OF THE NORTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, BOISE MERIDIAN, CANYON COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 25, A FOUND BRONZE CAP MONUMENT;

THENCE NORTH  $89^{\circ} 49' 14''$  EAST ALONG THE NORTH LINE OF SAID SECTION 25 A DISTANCE OF 1757.22 FEET TO THE TRUE POINT OF BEGINNING, A FOUND  $5/8$  INCH DIAMETER IRON PIN WITH PLASTIC CAP INSCRIBED "LS 14223";

THENCE CONTINUING NORTH  $89^{\circ} 49' 14''$  EAST ALONG SAID NORTH LINE A DISTANCE OF 286.73 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH  $10^{\circ} 00' 34''$  EAST A DISTANCE OF 401.14 FEET;

THENCE SOUTH  $89^{\circ} 49' 14''$  WEST A DISTANCE OF 376.72 FEET;

THENCE NORTH  $02^{\circ} 56' 05''$  EAST A DISTANCE OF 395.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.01 ACRES, MORE OR LESS.

## 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 property shall be developed into a maximum of one (1) residential parcel, as described in Exhibit "A" and depicted in Exhibit "C". No additional splits are available.
3. Homesite and outbuildings shall be located within a contiguous area no greater than 1.75 acres as to retain agricultural production.
4. 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.
5. Development shall meet all applicable requirements and standards of Nampa Highway District No. 1.
6. The applicant 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."



# PRELIMINARY PLAT AND IRRIGATION PLAN FOR COOPER SUBDIVISION

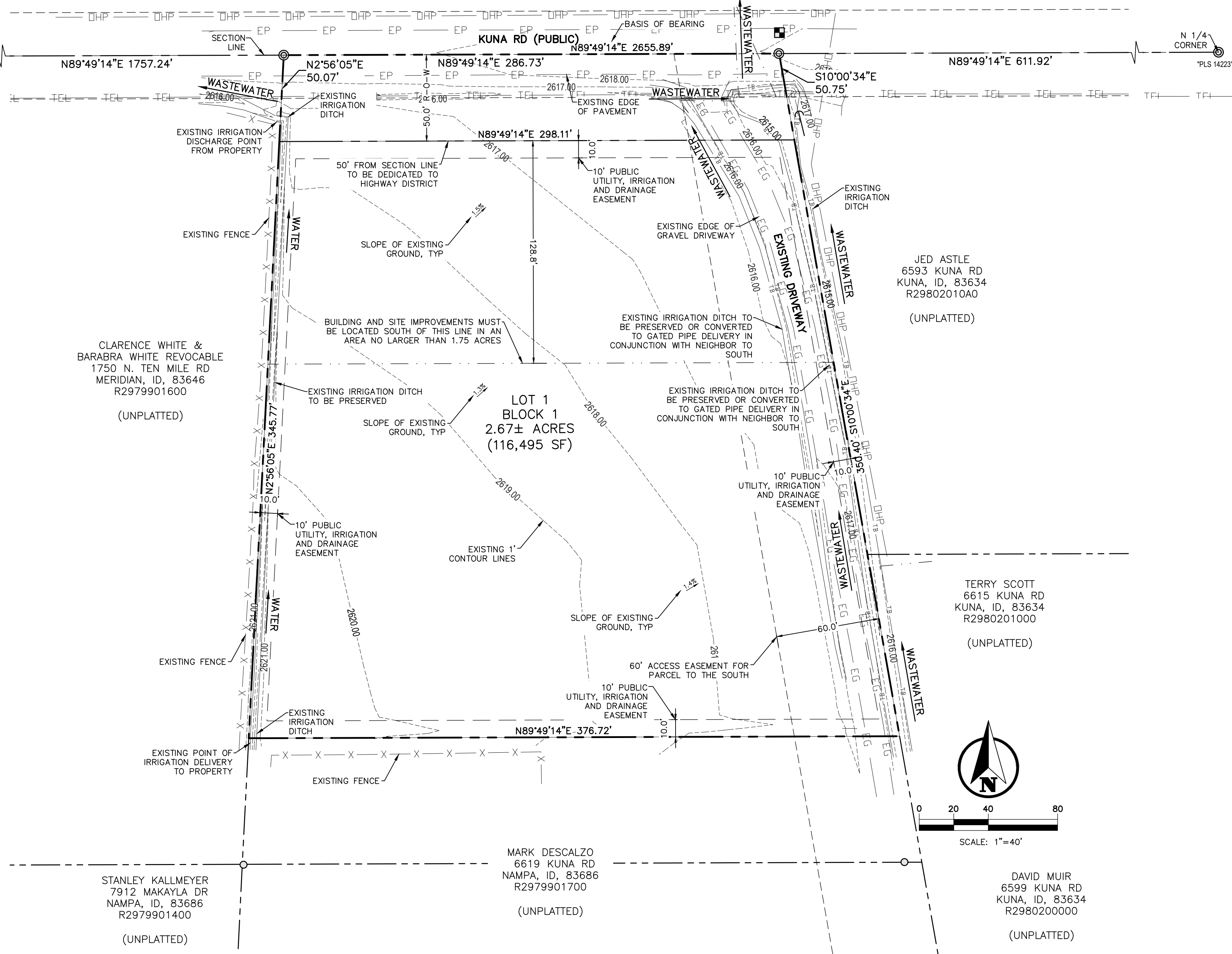
LOCATED IN A PORTION OF THE NE 1/4 OF THE NW 1/4 OF  
SEC 25, T2N, R2W, BOISE MERIDIAN,  
CANYON COUNTY, IDAHO  
DATE OF PREPARATION: NOVEMBER 4, 2022

GERALD GUENTZ  
8322 TRACK RD  
NAMPA, ID, 83686  
R2976301000

(UNPLATTED)

**GENERAL NOTES**

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CURRENT EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPC).
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THAT TIME.
3. SEWAGE DISPOSAL SHALL BE PROVIDED BY INDIVIDUAL SEPTIC SYSTEMS. ALL SEPTIC SYSTEMS SHALL BE APPROVED BY THE SOUTHWEST DISTRICT HEALTH DEPARTMENT (SWDHD), AND MUST BE SIZED IN ACCORDANCE WITH SWDHD RULES AND REGULATIONS.
4. WATER SUPPLY SHALL BE PROVIDED BY INDIVIDUAL WELLS.
5. THIS PROPERTY IS LOCATED IN THE BOISE-KUNA IRRIGATION DISTRICT AND HAS SURFACE WATER RIGHTS FOR THE PARCEL TO USE FOR IRRIGATION.
6. THE SUBDIVISION SHALL HAVE PUBLIC UTILITY AND DRAINAGE EASEMENTS THAT ARE 10' WIDE ADJACENT TO THE EXTERIOR BOUNDARY OF THE SUBDIVISION; 10' WIDE ADJACENT TO PUBLIC ROADWAYS; AND 5' WIDE ALONG INTERIOR LOT LINES UNLESS OTHERWISE NOTED.
7. RIGHT TO FARM ACKNOWLEDGEMENT: THIS DEVELOPMENT RECOGNIZES TITLE 22, CHAPTER 45 IDAHO CODE, THE RIGHT TO FARM ACT AND IDAHO CODE 22-4503, WHICH STATES: "NO AGRICULTURAL OPERATION ON APPURTENANCE TO IT SHALL OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER THE SAME HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION WAS NOT A NUISANCE AT THE TIME THE OPERATION BEGAN; PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION OR APPURTENANCE TO IT."
8. THERE ARE THREE IRRIGATION DITCHES ADJACENT TO THE PROPERTY THESE ARE SHOWN ON SHEET PP-1. THERE IS AN EXISTING DITCH ALONG THE WEST BOUNDARY OF THE PROPERTY, AND THERE ARE TWO EXISTING DITCHES ALONG THE EAST BOUNDARY OF THE PROPERTY. THERE ARE NOT ANY KNOWN STREAMS, IRRIGATION LATERALS, CANALS, WASHES, LAKES OR THE FEATURES IN THE DEVELOPMENT.
9. THERE IS ARE NOT ANY KNOWN AREAS THAT SUBJECT TO INUNDATION IN THE PROPERTY.
10. THERE ARE NO NEW ROADS OR IRRIGATION IMPROVEMENTS ARE PROPOSED.
11. THE HOMEOWNER'S ASSOCIATION, UNDERLYING PROPERTY OWNER, OR ADJACENT PROPERTY OWNER IS RESPONSIBLE FOR ALL STORM DRAINAGE FACILITIES LOCATED OUTSIDE THE PUBLIC RIGHT-OF-WAY, INCLUDING ALL ROUTINE AND HEAVY MAINTENANCE.
12. THERE ARE NOT ANY KNOWN VARIANCES TO COUNTY ORDINANCE PROPOSED AS PART OF THIS SUBDIVISION.
13. THERE ARE NOT ANY EXISTING CITY SEWER, WATER OR PRESSURE IRRIGATION MAINS LOCATED WITHIN THE SURROUNDING AREA.
14. THIS DEVELOPMENT IS NOT LOCATED WITHIN A FLOODPLAIN OR HILLSIDE SPECIAL DEVELOPMENT AREAS. THERE ARE NO KNOWN AREAS ON THE SITE THAT EXCEED 15% SLOPE.
15. TOPOGRAPHIC SURVEY SHOWN WITH 1 FOOT CONTOURS (NAVD 88).
16. THE GROSS DEVELOPMENT AREA, INCLUDING ROADS, IS 3.01 ACRES±.
17. THE EXISTING ZONING IS A (AGRICULTURAL).
18. THE PROPOSED ZONING FOR THE PROPERTY IS RR (RURAL RESIDENTIAL).
19. THE BASIS OF BEARING IS ALONG THE NORTH BOUNDARY OF SECTION 25 BETWEEN THE NORTHWEST SECTION CORNER AND THE NORTH 1/4 CORNER AT N89°49'14"E.
20. THERE ARE NO KNOWN STRUCTURES LOCATED IN THE PROPOSED RIGHT-OF-WAY FOR KUNA RD.
21. HISTORIC IRRIGATION LATERAL, DRAIN, AND DITCH FLOW PATTERNS SHALL BE MAINTAINED UNLESS APPROVED IN WRITING BY THE LOCAL IRRIGATION DISTRICT OR DITCH COMPANY.
22. NO ACCESS SHALL BE ALLOWED TO LOTS IN A PLATTED SUBDIVISION OTHER THAN TO INTERNAL SUBDIVISION STREETS OR AS OTHERWISE SHOWN ON THE PLAT.
23. NO NEW DEVELOPMENT OR REDEVELOPMENT OF LAND MAY DISCHARGE STORM WATER ONTO DISTRICT RIGHT-OF-WAY OR INTO THE DISTRICT'S MUNICIPAL SEWER SYSTEM.



EXISTING		PROPOSED	
EP	EDGE OF PAVEMENT	EP	EDGE OF PAVEMENT
EG	EDGE OF GRAVEL	EG	EDGE OF GRAVEL
CAS	UNDERGROUND GAS LINE	C	UNDERGROUND GAS LINE
W	WATER LINE	W	WATER LINE
WS	WATER SERVICE LINE	S	SEWER MAIN LINE
S	SEWER MAIN LINE	SS	SEWER SERVICE LINE
SS	SEWER SERVICE LINE	SD	STORM DRAIN LINE
SD	STORM DRAIN LINE	OP	OVERHEAD POWER
OP	OVERHEAD POWER	UP	UNDERGROUND POWER
UP	UNDERGROUND POWER	TEL	UNDERGROUND TELEPHONE
TEL	UNDERGROUND TELEPHONE		FLOW LINE
	FLOW LINE	GB	GRADE BREAK
GB	GRADE BREAK	GC	GRADE CHANGE
GC	GRADE CHANGE	TB	TOP OF BANK
TB	TOP OF BANK	TOE	TOE OF SLOPE
TOE	TOE OF SLOPE	PI	PRESSURE IRRIGATION LINE
PI	PRESSURE IRRIGATION LINE	IRI	GRAVITY IRRIGATION LINE
IRI	GRAVITY IRRIGATION LINE	O	CHAIN LINK FENCE
O	CHAIN LINK FENCE	W	WOOD FENCE
W	WOOD FENCE	V	VINYL FENCE
V	VINYL FENCE	X	WIRE FENCE
X	WIRE FENCE		CONTOUR
	CONTOUR		SEWER MANHOLE
	SEWER MANHOLE		WATER BBS/FAUCET
	WATER BBS/FAUCET		SEWER SERVICE MARKER
	SEWER SERVICE MARKER		CLEANOUT
	CLEANOUT		FIRE HYDRANT
	FIRE HYDRANT		WATER WELL
	WATER WELL		WATER METER
	WATER METER		WATER SERVICE
	WATER SERVICE		WATER VALVE
	WATER VALVE		BLOW-OFF ASSEMBLY & VAULT
	BLOW-OFF ASSEMBLY & VAULT		TEMPORARY BLOW-OFF
	TEMPORARY BLOW-OFF		PRESSURE IRRIGATION DRAIN
	PRESSURE IRRIGATION DRAIN		PIPE END CAP
	PIPE END CAP		PIPE ADAPTER
	PIPE ADAPTER		FITTINGS W/THRUST BLOCK
	FITTINGS W/THRUST BLOCK		STORM MANHOLE
	STORM MANHOLE		STORM DRAIN CATCH BASIN
	STORM DRAIN CATCH BASIN		STORM DRAIN DROP INLET
	STORM DRAIN DROP INLET		SAND AND GREASE TRAP
	SAND AND GREASE TRAP		AIR RELEASE VALVE
	AIR RELEASE VALVE		IRRIGATION BOX
	IRRIGATION BOX		IRRIGATION MANHOLE
	IRRIGATION MANHOLE		UTILITY POLE
	UTILITY POLE		OVERHEAD POWER POLE
	OVERHEAD POWER POLE		POLE ANCHOR
	POLE ANCHOR		ELECTRICAL BOX
	ELECTRICAL BOX		TELEPHONE RISER
	TELEPHONE RISER		GAS METER/MARKER
	GAS METER/MARKER		GAS RISER
	GAS RISER		CABLE TV RISER
	CABLE TV RISER		MAILBOX
	MAILBOX		SIGN
	SIGN		BARRICADE
	BARRICADE		DECIDUOUS/CONIFER TREE
	DECIDUOUS/CONIFER TREE		LOT NUMBER
	LOT NUMBER		DETAIL NUMBER
	DETAIL NUMBER		SHEET NUMBER
	SHEET NUMBER		0.40%
	0.40%		GRADE & DIRECTION OF FLOW

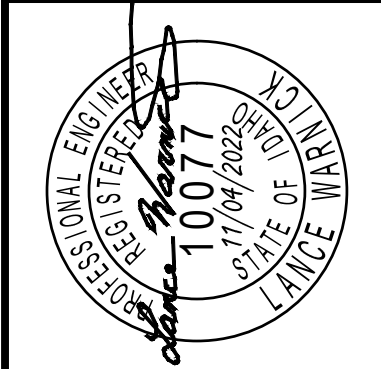
NOTE: THIS IS A TYPICAL LINE AND SYMBOL LEGEND AND MAY NOT APPLY TO ALL PROJECTS.

ABBREVIATIONS			
AC	ASPHALT ELEVATION	MDD	MODIFIED DRY DENSITY
TBC	TOP BACK ROLLED CURB		
BOW	BACK OF WALK	ME	MATCH EXISTING
TBM	TEMPORARY BENCHMARK		
CB	CATCH BASIN	MJ	MECHANICAL JOINT
TBVC	TOP BACK VERTICAL CURB		
CF	CUBIC FEET	NTS	NOT TO SCALE
TOC	TOP OF CURB		
CON	CONCRETE ELEVATION	PC	POINT OF CURVATURE
TOG	TOP OF GRATE		
CFS	CUBIC FEET PER SECOND	PRC	POINT OF REVERSE CURV
TOW	TOP OF WALK		
DIA	DIAMETER	PT	POINT OF TANGENCY
TYP	TYPICAL		
EG	EXISTING GRADE	PUE	PUBLIC UTILITY EASEMENT
WALL	TOP OF RETAINING WALL		
EP	EDGE OF PAVEMENT	PVI	POINT OF VERTICAL INTER
		QTY	QUANTITY
FL	FLOW LINE	R	RADIUS
FLG	FLANGE		
GB	GRADE BREAK	ROW	RIGHT-OF-WAY
GC	GRADE CHANGE	SDR	STD DIMENSION RATIO
IE	INVERT ELEVATION	STA	STATION
LF	LINEAR FEET	STD	STANDARD
LIP	LIP OF GUTTER	TB	THRUST BLOCK

DEVELOPMENT DATA	
CURRENT ZONING:	A
PROPOSED ZONING:	RR
TOTAL LOTS:	1
BUILDABLE LOTS:	1
GROSS DEVELOPMENT AREA (INCLUDING ROADS):	3.01 ACRES±
NET DEVELOPMENT AREA (EXCLUDING ROADS):	2.67 ACRES±
MINIMUM BUILDABLE LOT AREA:	(2 ACRE MINIMUM IN RR ZONE)
AVERAGE BUILDABLE LOT AREA:	2.67 ACRES
GROSS DENSITY (INCLUDING ROADS):	0.33 LOTS/ACRE
NET DENSITY (EXCLUDING ROADS):	0.37 LOTS/ACRE

ENGINEER	OWNERS / SUBDIVIDER
ASPEN ENGINEERS, CHARTERED CONTACT: LANCE WARRICK, PE 1619 N. LINDER RD, SUITE 110 KUNA, IDAHO 83634 208-486-8181 lance@AspenEngineers.com	KENT & GINA MORGAN 6857 KUNA RD NAMPA, ID 83686 208-994-1355 kentmorg33@gmail.com

REVISIONS	
A	11/11/2021 - REVIEW
B	05/23/2022 - COUNTY
C	06/23/2022 - NHD1
D	11/04/2022 - COUNTY



**ASPEN ENGINEERS**  
1619 N. LINDER RD, SUITE 110 - KUNA, IDAHO 83634  
Phone: 208-486-8181 - AspenEngineers.com

**DEVELOPER**  
KENT AND GINA MORGAN  
6857 KUNA RD  
NAMPA, ID 83686  
PHONE: 208-994-1355

PRELIMINARY PLAT FOR  
**COOPER SUBDIVISION**  
TBD KUNA RD  
KUNA, IDAHO 83634

DRAWN	SCALE
BRW	SHOWN
CHECKED	REVISION
LBW	D

DATE: 11/04/2022

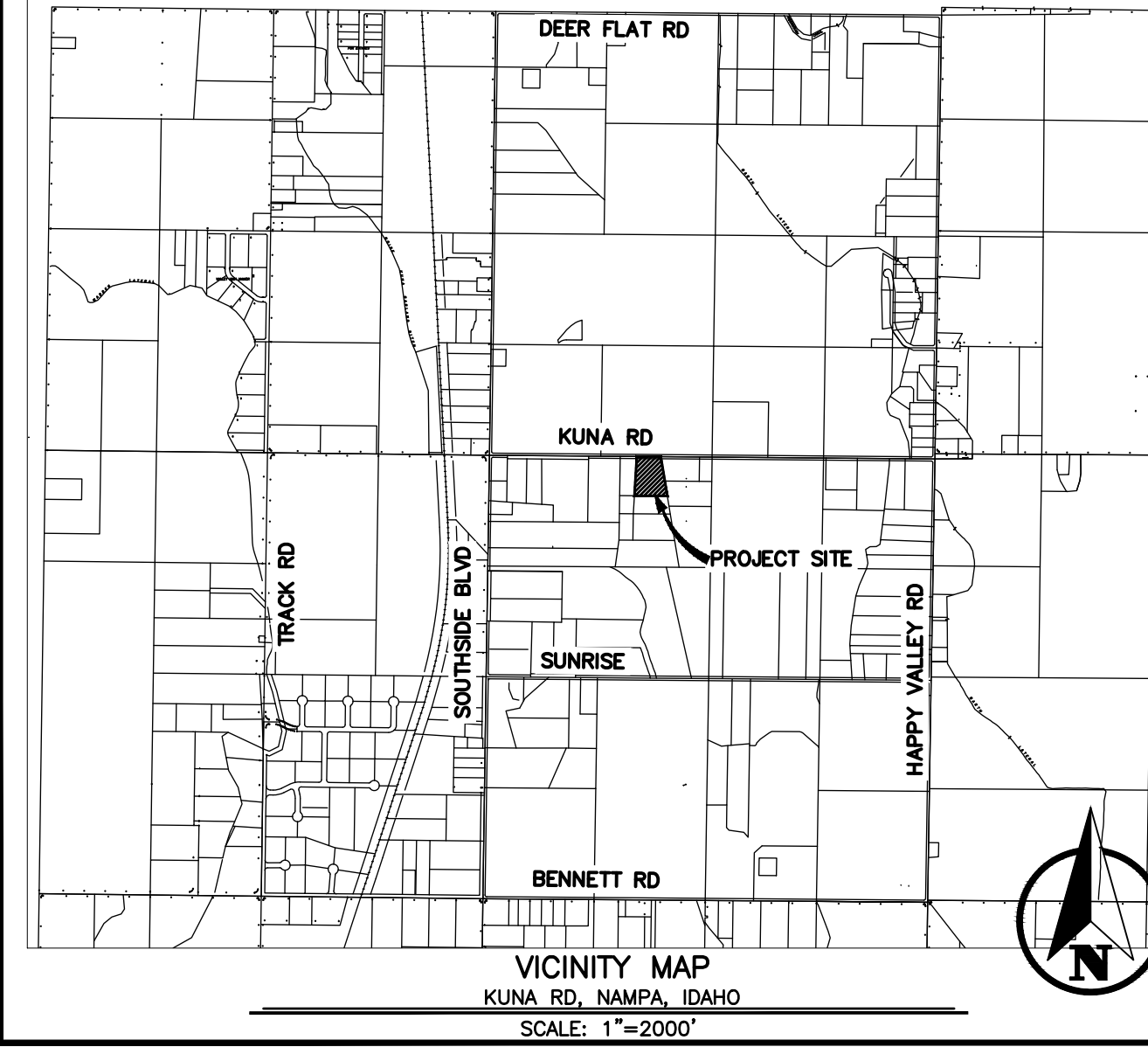
PROJECT: 21045

TITLE: COOPER SUBDIVISION

PRELIMINARY PLAT DRAWING AND IRRIGATION PLAN

SHEET

**PP-1**



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